

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

TRUMP ENTERTAINMENT RESORTS,
INC., *et al.*,

Debtors.

Chapter 11
Case No. 14-12103 (KG)
(Jointly Administered)

Hearing Date: TBD

**MOTION OF TRUMP AC CASINO MARKS, LLC FOR AN ORDER MODIFYING
THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(d) TO ALLOW
TERMINATION OF A LICENSE AGREEMENT WITH THE DEBTORS**

Trump AC Casino Marks, LLC (“**Trump AC**”), by and through its undersigned counsel hereby files this Motion (the “**Motion**”) for an Order Modifying the Automatic Stay Pursuant to 11 U.S.C. § 362(d) to Allow Termination of a License Agreement with debtors Trump Entertainment Resorts, Inc. (“**TER**”), Trump Entertainment Resorts Holdings, L.P. (“**TER Holdings**”), Trump Taj Mahal Associates, LLC, Trump Plaza Associates, LLC, and Trump Marina Associates, LLC (collectively, the “**Debtors**”), and respectfully states as follows:

INTRODUCTION

1. Trump AC is a party to a certain Second Amended and Restated Trademark License Agreement with the Debtors (the “**License Agreement**”), pursuant to which Trump AC licensed certain Trump-related trademarks and associated intellectual property (the “**Trump Marks**”) to the Debtors for use in connection with their casino and hotel related activities. (A copy of the License Agreement is attached as **Exhibit A**).¹

2. On August 5, 2014, Trump AC filed a Verified Complaint and supporting documents with the Superior Court of New Jersey, Chancery Division, Atlantic County (the

¹ On August 1, 2010, Mr. Trump and Ms. Trump assigned virtually all of their rights and obligations under the License Agreement to Trump AC.

“**State Court Action**”), seeking an order declaring the License Agreement terminated, prohibiting the Debtors from making any further use of the “Trump” name and trademark, and removing the “Trump” name and brand from the Casino Properties (as defined below). (A copy of the Verified Complaint is attached hereto as **Exhibit B** and incorporated herein by reference.)

3. On September 9, 2014 (the “**Petition Date**”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. As a result of the Debtors’ filing, the State Court Action, including a hearing on Trump AC’s request for preliminary injunctive relief, was stayed.

4. The Debtors have grossly failed to meet their obligations under the License Agreement -- both prior to and after the Petition Date -- with the latest default being the post-petition closure of the Trump Plaza on September 16, 2014. Because Trump Plaza is now closed (and all of its employees have been fired), the Debtors defaults are not curable and the License Agreement cannot be assumed by the Debtors. As a result, Trump AC is entitled to terminate the License Agreement.

5. Trump AC now seeks relief from the automatic stay to complete the process of terminating the License Agreement through the State Court Action.

JURISDICTION AND STATUTORY PREDICATES FOR RELIEF

6. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. Determination of the Motion is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(G). Venue is proper in this Court pursuant to 28 U.S.C. § 1409(a).

7. The statutory basis for the relief sought herein is section 362 of the Bankruptcy Code.

BACKGROUND

A. The Trump Brand

8. Donald J. Trump (“**Mr. Trump**”) is a world-renowned businessman, real estate developer, author, television personality and star of the long-running hit television shows *The Apprentice* who, over the course of his career, has developed, owned and managed some of the most successful residential, hotel, golf and resort projects in the world. Mr. Trump is also an accomplished writer, having authored several best-selling books that are sold the world over.

9. As a result of Mr. Trump’s long, extensive, and high-profile business activities, the “Trump” name -- which has trademark registrations and/or applications in over 130 countries in categories such as real estate development, golf club services, clothing, and many more -- has become synonymous with the highest levels of quality, luxury, prestige, and success and has attained widespread acclaim all over the world.

10. Since at least 2009, when Mr. Trump and his daughter, Ivanka (“**Ms. Trump**”), formally resigned from TER’s Board of Directors, Mr. Trump and Ms. Trump have had virtually no involvement in the operation and management of TER, the Trump Plaza (the “**Plaza**”), or the Trump Taj Mahal (the “**Taj**” and together with the Plaza, the “**Casino Properties**”).

11. Instead, since the Debtors’ emergence from their prior chapter 11 proceedings, the Trumps’ role has been limited to licensing the “Trump” name and mark to the Debtors for certain casino activities and other limited uses, including the branding of the Casino Properties.

12. In the License Agreement, the Debtors acknowledged and agreed that because the Trump Marks are “well-known to the public” and enjoy a “superior reputation and widespread goodwill,” they must be used in a “dignified manner” consistent with “the highest quality” and “at a level consistent with or exceeding the high reputation and importance of” the Trump Marks. (Exhibit A, License Agreement at §§ 2.1.3, 4.1.5.)

13. To ensure the Debtors used the Trump Marks only in such a manner, the Debtors granted Trump AC (as successor to Mr. and Ms. Trump) the right to exercise regular quality control reviews and assessments over the uses of the Trump Marks through a procedure set forth in the License Agreement. (Id. at § 4.)

14. Pursuant to that procedure, Trump AC and the Debtors agreed on an independent third-party “Quality Assurance Consultant” to perform: (i) an initial review and evaluation of the Casino Properties to establish certain “Benchmarks”; and then (ii) “Subsequent Quality Assurance Reviews” to determine whether the Debtors were meeting those Benchmarks. (Id. at § 4.1.6.) If, during a Subsequent Quality Assurance Review, the Plaza received a quality rating that was less than 95% of the established Benchmark for that property, the Plaza would fail the review. (Id.). The Debtors then had ninety (90) days to cure, or Trump AC could terminate the License Agreement. (Id. at § 4.1.6.)

15. In addition, the License Agreement requires that, so long as any of the Casino Properties continues to utilize the Trump Marks, that property shall continue to be operated for the Debtors’ casino related activities. (Id. at § 5.1.8.)

16. The License Agreement also prohibits the Debtors from using the Trump Marks “for any online or Internet gaming,” although it permits the Debtors to conduct online or Internet gaming without using the Trump Marks “solely within the state of New Jersey for customers who reside in the state of New Jersey.” (Id. at §§ 2.1.5, 2.8.)

17. For defaults of the License Agreement other than under Section 4.1.6, such as defaults under Sections 5.1.8 or 2.8, the License Agreement requires the Debtors to cure such default(s) within ten (10) days, or, if such default(s) cannot reasonably be cured within ten (10)

days, then within a reasonable time not to exceed sixty (60) days, or Trump AC may terminate the License Agreement. (Id. at § 4.2.1.)

18. Under Section 4.2.2 of the License Agreement, Trump AC may terminate the License Agreement by filing an action for declaratory judgment and/or injunctive relief seeking to compel the Debtors to comply with the terms of the License Agreement, and then seeking termination of the License Agreement should the Debtors continue to fail to comply with the terms of the License Agreement. (Id. at § 4.2.2.)

19. Further, TER Holdings, one of the Debtors, is required to pay Trump AC's costs and expenses associated with any legal action brought by Trump AC for (i) for the Debtors' violation of Section 4.1.6; and (ii) failing to cure any other default within the requisite cure period outlined in the License Agreement. (Id. at § 4.2.2.)

20. New Jersey law governs the License Agreement, and the parties explicitly consented to the jurisdiction of the courts of the State of New Jersey "in respect of any matter arising under this [License] Agreement." (Id. at § 10.12.)

21. In accordance with Section 5.2.5 of the License Agreement, as of July 16, 2010, Mr. Trump and Ms. Trump entered into the Consent and Agreement (the "**Consent Agreement**"). (A copy of the Consent Agreement is attached as **Exhibit C.**) As of August 1, 2010, Mr. Trump and Ms. Trump assigned their rights and obligations under the Consent Agreement to Trump AC.

22. Among other things, in the Consent Agreement, Mr. Trump and Ms. Trump agreed that in the event of any default by the Debtors under the License Agreement enabling Trump AC to terminate the License Agreement, Trump AC may not terminate or suspend its obligations under the License Agreement until it has given written notice to Icahn Agency

Services, LLC (“**Icahn**”) and permitted Icahn the same cure period afforded to the Debtors under the License Agreement. (Id.)

B. The Debtors’ Defaults Under the License Agreement

23. In January 2011, Trump AC hired the independent third-party consultant that Trump AC and the Debtors had previously agreed upon, LRA Worldwide, Inc. (“**LRA**”), a “Quality Assurance Consultant,” to perform quality assurance reviews of the Plaza in accordance with the License Agreement. In January 2011, LRA issued a benchmark quality report for the Plaza as required under the terms of the License Agreement (the “**Benchmark Report**”). The Benchmark Report assigned the Plaza an overall compliance score of 83.42%.

24. In September 2012, LRA issued a Subsequent Quality Assurance Review report for the Plaza (the “**2012 Report**”), in which the Plaza received a quality compliance score of only 70.09%, a 13.33% decrease in quality from the Benchmark Report and well below 95% as required under the terms of the License Agreement. Based on the 2012 Report, the Plaza failed its quality assurance review, resulting in a breach of Section 4.1.6 of the License Agreement.

25. During that time period, various news reports and hotel review websites such as Trip Advisor were detailing the deplorable quality of the services, guest rooms, and other facilities at the Casino Properties. (Examples of these reviews are attached as **Exhibit D.**)

26. On February 11, 2013, Trump AC sent letters to the Debtors to assure they were on notice of the serious deficiency in quality at the Casino Properties.

27. By letters dated October 7, 2013, Trump AC notified the Debtors of defaults under Section 4.1.5 and 4.1.6 of the License Agreement based on the Plaza’s failure to achieve the required quality standards as cited in the 2012 Report and numerous negative consumer reports and reviews posted online about the Casino Properties (the “**Initial Default Letters**”). (Copies of the Initial Default Letters are attached as **Exhibit E.**) Also by letter dated October 7,

2013, Trump AC simultaneously notified Icahn of the Debtors' defaults under the License Agreement and provided a copy of the Initial Default Letters to Icahn.

28. In response, by letter dated November 21, 2013, the Debtors provided Trump AC with an outline of a draft "five point" plan of action to attempt to improve the quality and condition of the Plaza. The improvements proposed in the November 21, 2013 letter included, among other things, improving the physical conditions of the Plaza, addressing negative comments about the Plaza on social media, upgrading personnel training programs and customer service, retaining an independent third party to evaluate customer service and guest interaction, and creating a guest room mockup of planned improvements to the Plaza's hotel rooms. By letter dated December 6, 2013, the Debtors provided the final proposed "plan of action" to Trump AC to attempt to improve the deplorable conditions of the Plaza. That letter outlined the action items planned to be undertaken by the Debtors to attempt to cure the defaults under the License Agreement. Notwithstanding the Debtors' "plan of action," the conditions at the Plaza did not improve. To the contrary, they continued to deteriorate.

29. On January 21, 2014, Trump AC sent another default letter notifying the Debtors that the Debtors' agreements with Internet gaming service providers, Betfair Interactive US LLC d/b/a Betfair Casino New Jersey and Ferttita Acquisitionsco LLC d/b/a Ultimate Casino, operators of the websites betfaircasino.com and ucasino.com, respectively, violated Section 2.8 of the License Agreement by "conducting internet gaming for persons who do not reside in the State of New Jersey," a practice specifically prohibited by the License Agreement. (A copy of Trump AC's January 21, 2014 letter is attached as **Exhibit F**.)

30. On January 28, 2014, the Debtors responded to Trump AC's January 21 letter, denying that they had violated Section 2.8 or any other provisions of the License Agreement or

that there was any breach of the License Agreement that needed to be cured. (A copy of the January 28, 2014 letter is attached hereto as **Exhibit G**.) Given the open and obvious operation of prohibited Internet gaming, the Debtors' denial was plainly false.

31. On July 15, 2014, LRA delivered a report of the review LRA had conducted of the Plaza on July 7-9, 2014 (the "**2014 Report**"). The 2014 Report confirmed that the Plaza had not cured the defaults cited in the Initial Default Letters and that the Plaza continued to fail to meet the quality assurance standards required under the License Agreement. In the 2014 Report, the Plaza received only a 65.28% compliance rate, which was a decrease of 4.81% from the 2012 Report. Furthermore, the 2014 Report compliance score was only 78.25% of the Benchmark Report, again materially below the 95% standard required by the License Agreement.

32. In response, by letter dated August 4, 2014, Trump AC notified the Debtors of its intent to terminate the License Agreement, based on the Debtors' various defaults under the License Agreement, and enclosed a copy of the 2014 Report with that letter (the "**Termination Letter**"). (A copy of the Termination Letter is attached as **Exhibit H**.) Trump AC also sent a letter to Icahn dated August 4, 2014 (the "**Icahn Letter**"), enclosing a copy of the Termination Letter. (A copy of the Icahn Letter is attached as **Exhibit I**.)

33. The Debtors thus failed to cure the defaults cited in the Initial Default Letters within the requisite time periods. In fact, the conditions giving rise to the defaults worsened during and after the cure periods. Icahn also failed to cure the defaults cited in the Initial Default Letters.

34. On July 14, 2014, the Debtors sent WARN Notices to the employees of the Plaza, notifying those employees that the Plaza's operations would cease shortly after September 16, 2014. That same day, a representative of the Plaza issued a public statement confirming that

“WARN notices were sent to the employees of Trump Plaza Hotel and Casino today to advise them that the management and board of directors of Trump Plaza Associates L.L.C. and its parent company, Trump Entertainment Resorts Inc., have been reviewing alternatives to the property . . . the company expects that it will terminate the operations of Trump Plaza Hotel & Casino on or shortly after September 16, 2014.”

C. The State Court Action and the Debtors’ Bankruptcy Proceedings

35. On August 5, 2014, Trump AC filed its Verified Complaint in the State Court Action seeking an order terminating the License Agreement, prohibiting the Debtors from making any further use of the “Trump” name and trademark, and removing the “Trump” name and brand from the Plaza and the Taj, based on numerous defaults by the Debtors under the License Agreement as well as the Debtors’ anticipated closure of the Plaza.

36. Along with its Verified Complaint, Trump AC sought an order to show cause, seeking a preliminary mandatory injunction against the Debtors, which was signed and entered in the State Court Action on August 6, 2014. (A copy of the filed Order to Show Cause is attached as **Exhibit J**.) The state court granted the order to show cause, setting a hearing date of September 26, 2014 for Trump AC’s application. Id. On September 9, 2014, however, one day before the Debtors’ response was due in the State Court Action, the Debtors filed their chapter 11 petitions with this Court.

37. In the Affidavit of Robert Griffin in Support of the Debtors’ Chapter 11 Petitions and First Day Motions and Applications, filed on September 9, 2014, the Debtors confirmed their intent to cease operations and close the Plaza on September 16, 2014. [Docket No. 2 at ¶ 63.]

D. The Closure of the Plaza

38. On September 16, 2014, the Plaza ceased operations and closed. The Plaza's closure violated and continues to violate the covenant contained in Section 5.1.8 of the License Agreement, which requires that, so long as the Plaza continues to utilize the Trump Marks, the Plaza shall continue to be used for the Debtors' casino related activities. (License Agreement, Exhibit A, at § 5.1.8.) That closure therefore was an additional default under the License Agreement that the Debtors cannot cure, and it further tarnished the Trump Marks.²

39. In addition, the Debtors disclosed that they anticipate they may close the Taj and cease operations at that property on or about November 13, 2014. [Docket No. 2 at ¶ 66.] A closure of the Taj would result in yet another incurable default under the License Agreement.

RELIEF REQUESTED

**TRUMP AC SHOULD BE GRANTED RELIEF FROM THE
AUTOMATIC STAY TO TERMINATE THE LICENSE AGREEMENT**

40. Trump AC should be granted relief from the automatic stay to terminate the License Agreement based on the Debtors' uncured – and incurable – defaults of that contract that entitle Trump AC to terminate it and the fact that the License Agreement cannot be assumed and/or assigned.

41. While the automatic stay is one of the more fundamental protections provided to a debtor under the Bankruptcy Code, as this Court has stated, it “is not meant to be absolute, and in appropriate instances relief may be granted.” In re The SCO Grp., Inc., 395 B.R. 852, 857

² On September 22, 2014, the Debtors filed a motion requesting this Court approve the sale of certain “Miscellaneous Assets” from “the wind-down of the Plaza” operations, including gaming equipment and furniture, further demonstrating that the Plaza is closed for good and the Debtors cannot cure this default under the License Agreement. [Docket No. 94 at ¶ 7]. The Court scheduled a hearing on that motion for October 6, 2014. [Docket No. 103].

(Bankr. D. Del. 2007) (citing Wedgewood Inv. Fund, Ltd. v. Wedgewood Realty Grp., Ltd. (In re Wedgewood), 878 F.2d 693, 697 (3d Cir. 1989)).

42. Section 362(d)(1) of the Bankruptcy Code provides that:

On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay . . .

(1) for cause, including the lack of adequate protection of an interest in property of such party in interest.

11 U.S.C. § 362(d)(1).³

43. “Except for lack of adequate protection, ‘cause’ is not defined by § 362(d)(1).

Cause is a flexible concept and courts often conduct a fact intensive, case-by-case balancing test, examining the totality of the circumstances to determine whether sufficient cause exists to lift the stay.” SCO Grp., Inc., 395 B.R. at 857 (citing Baldino v. Wilson (In re Wilson), 116 F.3d 87, 90 (3d Cir.1997); In re Laguna Assocs. Ltd., 30 F.3d 734, 737 (7th Cir.1994); In re The Score Bd., Inc., 238 B.R. 585, 598 (D.N.J. 1999); Am. Airlines, Inc. v. Cont’l Airlines, Inc. (In re Cont’l Airlines, Inc.), 152 B.R. 420, 424 (D. Del. 1993)). The determination of whether “cause” exists to vacate the automatic stay is committed to the sound discretion of the bankruptcy court. See In re Sonnox Indus., Inc. v. Tri Component Prods. Corp., 907 F.2d 1280, 1286 (2d Cir. 1990) (citing Holtkamp v. Littlefield (In re Holtkamp), 669 F.2d 505, 507 (7th Cir. 1982)); In re Milstein, 304 B.R. 208, 211 (Bankr. E.D. Pa. 2004) (citations omitted). In making this determination, courts must consider “the interests of the debtor, the claimant and the estate.” In re MacInnis, 235 B.R. 255, 259 (Bankr. S.D.N.Y. 1998). The legislative history of Section 362 states that cause may be shown by a single factor. Izzarelli v. Rexene (In re Rexene Prods. Co.),

³ In light of the fact that the Debtors are incapable of assuming the License Agreement, as discussed *infra*, relief from the automatic stay is also warranted under 11 U.S.C. § 362(d)(2).

141 B.R. 574, 576 (Bankr. D. Del. 1992) (citing H.R. Rep. No. 95-595, 95th Cong., 1st Sess., 343-344 (1977)).

44. This Court has developed a three-prong balancing test to determine whether to grant relief from the stay:

- i. whether any great prejudice to either the bankrupt estate or the debtor will result;
- ii. whether the hardship to the non-bankrupt party by maintenance of the stay considerably outweighs the hardship to the debtor; and
- iii. the probability of the creditor prevailing on the merits.

SCO Grp., Inc., 395 B.R. at 857 (citing Rexene, 141 B.R. at 576).

45. This Court also considers general policies underlying the automatic stay when deciding whether to grant a motion to lift the stay. SCO Grp. 395 B.R. at 857 (citing Sonnax factors).⁴ Here, all three Rexene factors weigh heavily in favor of modifying the automatic stay to permit Trump AC to terminate the License Agreement.

A. No Prejudice Will Result to the Debtors or their Estates Because the Debtors Cannot Assume the License Agreement as a Result of the Numerous Uncured and Incurable Defaults.

46. With respect to the first factor, neither the Debtors nor the Debtors' estates will suffer great prejudice, or any prejudice, by the continuation of the State Court Action because the

⁴ Those factors are: 1) whether relief would result in a partial or complete resolution of the issues; 2) lack of any connection with or interference with the bankruptcy case; 3) whether the other proceeding involves the debtor as a fiduciary; 4) whether a specialized tribunal with the necessary expertise has been established to hear the cause of action; 5) whether the debtor's insurer has assumed full responsibility for defending it; 6) whether the action primarily involves third parties; 7) whether litigation in another forum would prejudice the interests of other creditors; 8) whether the judgment claim arising from the other action is subject to equitable subordination; 9) whether the moving party's success in the other proceeding would result in a judicial lien avoidable by the debtor; 10) the interests of judicial economy and the expeditious and economical resolution of litigation; 11) whether the parties are ready for trial in the other proceeding; and 12) impact of the stay on the parties and the balance of the harms. Sonnax, 907 F.2d at 1287.

Debtors' numerous uncured and incurable breaches of the License Agreement preclude the Debtors from assuming that agreement. In addition, the parties expressly agreed that upon the Debtors' breach of the License Agreement that remains uncured for the period set forth in the License Agreement, Trump AC could terminate the agreement through an action instituted in the state or federal courts of New Jersey. Trump AC is seeking to do nothing more than enforce the rights granted to it by the Debtors in the License Agreement.

i. The Bankruptcy Code Does Not Expand or Redefine the Rights of Parties to a Contract and Trump AC Should Be Permitted to Pursue Termination of the License Agreement in Accordance with its Terms.

47. A debtor in bankruptcy has “no greater rights or powers under a contract than the debtor would have outside of bankruptcy.” Valley Forge Plaza Assoc. v. Schwartz (In re Valley Forge Plaza Assoc.), 114 B.R. 60, 62 (E.D. Pa. 1990) (citing In re Heaven Sent Ltd. v. Commercial Union Ins. Co., 37 B.R. 597, 597-98 (Bankr. E.D. Pa. 1984); In re PSA, Inc., 335 B.R. 580, 588 (Bankr. D. Del. 2005) (finding it “clear that the filing of a bankruptcy petition does not permit a debtor in possession to enjoy greater contract or property rights than it possessed outside of bankruptcy case”) (citing In re Island Helicopters, Inc., 211 B.R. 453, 464 (Bankr. E.D.N.Y. 1997) (“The filing of a bankruptcy petition does not expand the debtor’s rights against others more than they exist at the commencement of the case”)) (additional citations omitted).

48. Therefore, the ability to terminate a contract on its terms survives bankruptcy. Valley Forge, 114 B.R. at 62; Shell Oil Co. v. Anne Cara Oil Co., Inc. (In re Anne Cara Oil Co., Inc.), 32 B.R. 643, 647 (Bankr. D. Mass. 1983) (“The general rule is . . . if the [non-debtor] party had a right to terminate the arrangement, that right survives adoption of the contract by the trustee . . . [T]he right to terminate a contract pursuant to its terms survives the bankruptcy of

other contracting party”) (quoting Thompson v. Texas Mexican Railway Co., 328 U.S. 134, 141-42 (1946)).

49. Moreover, Third Circuit authority precludes a bankruptcy court from using its equitable powers to create new substantive rights under a contract. See, e.g., In re Morristown & Erie R.R. Co., 885 F.2d 98, 100 (3d Cir. 1990) (a bankruptcy court’s equitable powers do not extend to creation of substantive rights); In re Kaplan, 104 F.3d 589, 597 (3d Cir. 1997) (a bankruptcy court does not have equitable power to create substantive rights).

50. Numerous courts have granted relief from the automatic stay to permit a non-debtor party to terminate an executory contract for cause. See In re M.J. & K Co., Inc., 161 B.R. 586 (Bankr. S.D.N.Y. 1993) (law school granted relief from automatic stay to serve notice and terminate license in real property with debtor bookstore owner that was terminable at will); In re Tudor Motor Lodge Assoc., Ltd. P’ship., 102 B.R. 936 (Bankr. D.N.J. 1989) (permitting termination of license agreement for material breaches of the license agreement and failure to provide adequate protection); Sementelli v. Stagedoor, Inc. (In re Stagedoor, Inc.), 32 B.R. 13, 14 (Bankr. W.D. Pa. 1983) (non-debtor party granted relief from the automatic stay to terminate unexpired lease where the debtor exhibited a continuous history of default on monthly payments and cancellation of insurance).

51. For example, in Tudor Motor Lodge, Days Inn of America Franchising, Inc. (“**DIAF**”) moved for relief from the automatic stay to terminate a license agreement with Tudor Motor Lodge Associates (“**Tudor**”). Pursuant to the license agreement, Tudor was required, among other things, to complete its construction obligations in accordance with the agreement or DIAF could, in its sole discretion, terminate the agreement. Tudor did not perform the construction work agreed upon and failed to meet other obligations to bring the premises into

compliance with DIAF's standards. The court held that those defaults constituted material breaches of the license agreement and diminished the value of DIAF's reputation. Accordingly, the court determined that Tudor failed to adequately protect DIAF's interest and granted DIAF relief from the automatic stay to terminate the license agreement.

52. Similarly, here the Debtors' indisputable material breaches of the License Agreement continue to damage and diminish the value of the "Trump" brand and reputation (see Ex. D.), entitling Trump AC to terminate the License Agreement in accordance with its terms. The automatic stay does nothing to alter this right (other than to delay enforcement thereof). As was the case in Tudor Motor Lodge, because there is no way, given the posture of these cases, that the Debtors can adequately protect Trump AC's interest, the automatic stay should be modified to permit Trump AC, consistent with its rights under the License Agreement (which remain unaltered by the Bankruptcy Code), to enforce the provisions thereof and continue the State Court Action to terminate the License Agreement.

ii. Because Incurable Defaults Preclude Assumption of the License Agreement, Trump AC Should be Granted Relief from the Automatic Stay.

53. When a contract cannot be assumed by a debtor, "the remedy of the non-debtor party is a motion to lift the automatic stay in order to terminate the non-assumable contract." In re Valley Media, Inc., 279 B.R. 105, 138 (Bankr. D. Del. 2002) (citing Matter of West Elecs., Inc., 852 F.2d 79, 83-84 (3d Cir. 1988)).

54. Section 365(b)(1) provides, in relevant part:

If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee – (A) cures ... such default ... ; (B) compensates ... a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and (C)

provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b)(1) (emphasis added).

55. Thus, if the Debtors cannot cure their breaches of the License Agreement (and they cannot here), they cannot assume the License Agreement. Id.; see also Worthington v. GMC (In re Claremont Acquisition Corp.), 113 F.3d 1029, 1034 (9th Cir 1997) (non-monetary default could not be cured thus contract could not be assigned); In re Eagle Creek Subdivision, LLC, 397 B.R. 758, 764-65 (Bankr. E.D.N.C. 2008); In re New Breed Realty Enters., 278 B.R. 314 (Bankr. E.D.N.Y. 2001); Good Hope Refineries, Inc. v. Benavides, 602 F.2d 998, 1003 (1st Cir. 1979) (“If the debtor has committed, or the trustee commits, an incurable breach, the trustee has no continuing rights under the contract”); In re Lee West Enters., 179 B.R. 204 (Bankr. C.D. Cal. 1995) (dealership closing was incurable breach preventing trustee from assuming or assigning franchise agreement); In re Deppe, 110 B.R. 898 (Bankr. D. Minn. 1990) (dealer’s closing for certain period was a “historical fact” and default pursuant to franchise agreement that could not be cured); Anne Cara Oil Co., 32 BR. at 648 (“it is likely that the commingling of products is the type of incurable default . . . which renders the relationship nonassumable under § 365.”); Beckett v. Coatesville Hous. Assocs., No. 00-5337, 2001 U.S. Dist. Lexis 9281, at *17 (E.D. Pa. July 5, 2001) (failure to keep apartment clean was a material non-monetary breach that could not be cured because “material breaches of a non-monetary nature are not curable under § 365”); Caribbean Gulf Refining Corp. v. Quinones Ruiz (In re Quinones Ruiz), 98 B.R. 636, 638-639 (Bankr. D.P.R. 1988) (finding “[a] noncurable default constitutes cause under 11 U.S.C. § 362(d)(1) to lift the stay”); Matter of Joyner, 55 B.R. 242, 46 B.R. 130 (Bankr. M.D. Ga. 1985) (noncurable breach of a franchise relationship is cause for the lifting of the automatic stay to terminate the relationship). See also 3 Collier on Bankr. § 365.06[4] (15th ed. rev. 2003)

(discussing situations “where the trustee cannot go back in time to undo an act or omission of the debtor”).

56. The Bankruptcy Code is clear that section 365 provides no recourse to the Debtors because their defaults under the License Agreement cannot be cured. When there has been a default in an executory contract, a debtor in possession must comply with three requirements before a contract can be assumed: (i) cure any outstanding default or provide adequate assurance that the default will be promptly cured; (ii) compensate counterparties to the contract for any pecuniary loss or provide adequate assurance of compensation; and (iii) provide adequate assurance of future performance under the contract. See 11 U.S.C. § 365(b)(1)(A)-(C). These requirements are intended to provide the non-debtor party with the benefit of its bargain by assuring substantial compliance with the terms of the contract. See 3 Collier on Bankruptcy ¶ 365.05[3] (15 ed. rev. 2008).

57. Before the enactment of the 2005 Amendments to the Bankruptcy Code, courts disagreed on the effect of the cure requirements of section 365 on non-monetary defaults. Compare Claremont, 113 F.3d at 1033, followed by New Breed, 278 B.R. at 321 (debtor must cure all material non-monetary defaults and if cure is impossible, contract cannot be assumed), with Eagle Ins. Co. v. BankVest Capital Corp., 360 F.3d 291, 296-301 (1st Cir. 2004); In re Walden Ridge Dev., LLC, 292 B.R. 58, 66-67 (Bankr. D.N.J. 2003) (debtors are relieved from the obligation to cure non-monetary defaults altogether). This disagreement arose in part from the pre-2005 language of section 365(b)(2)(D), which was ambiguous as to whether it exempted from cure all non-monetary defaults or just penalty provisions triggered by non-monetary

defaults. See 3 Collier on Bankruptcy ¶ 365.05[3][c] (15th ed. rev. 2008).⁵ In 2005 Congress revised the language of section 365(b)(2)(D) by including the word “penalty” as a modifier to the word “provision,” making it clear that most nonmonetary defaults are not exempted from the cure requirements. 11 U.S.C. § 365(b)(2)(D).

58. At the same time, Congress added new language in section 365(b)(1)(A) to require a cure of defaults other than those “arising from any failure to perform non-monetary obligations under an unexpired lease of real property.” 11 U.S.C. § 365(b)(1)(A). By amending section 365(b)(1)(A) only with respect to unexpired leases of real property, however, Congress left no room for the contention that non-monetary defaults in non-lease executory contracts are exempt from the cure obligation. See 3 Collier on Bankruptcy ¶ 365.05[3][c] (“Personal property leases and nonlease executory contracts are expressly excluded.”).

59. As set forth above, the Debtors repeatedly failed in their obligations to perform in accordance with the quality obligations required by the License Agreement. The Debtors’ failure to comply with their obligations to maintain the quality of the Casino Properties, and failure to cure their breaches within the time requirements set forth in the License Agreement, or ever, are archetypal non-monetary defaults. Furthermore, because these failures are “historical facts,” they cannot be cured.

⁵ Prior to the 2005 Amendments, §365(b)(2)(D) excluded from the cure requirements of 365(b)(1)(A) “the satisfaction of any penalty rate or provision relating to a default arising from any failure by the debtor to perform nonmonetary obligations under the executory contract or unexpired lease.” Some courts read the statute “in the disjunctive, as excusing the debtor’s obligation to cure *either* a penalty rate *or* a provision relating to a default arising from a breach of a nonmonetary obligation. Other courts read it in the conjunctive, as excusing the debtor’s obligation to cure penalty rates and penalty provisions arising from a nonmonetary default.” Wolf-Smith, Bankruptcy Reform and Nonmonetary Defaults—What Have They Done Now?, 24 Am. Bankr. Inst. J. 6 (Aug. 2005) (internal citations omitted). The language of the amended statute is the same with the addition of the word penalty, as follows: “the satisfaction of any penalty rate or *penalty* provision arising from any” 11 U.S.C. §365(b)(2)(D) (emphasis added).

60. Importantly, the provisions in the License Agreement that the Debtors breached are not simply boilerplate. They each have very real importance and meaning to this transaction because -- as the Debtors expressly represented -- the Trump Marks are “well-known to the public” and enjoy a “superior reputation and widespread goodwill.” The name and trademarks must be used in a “dignified manner” consistent with “the highest quality” and “at a level consistent with or exceeding the high reputation and importance of” the Trump Marks. The Debtors failed their obligations in this regard and cannot now cure, rendering the License Agreement incapable of being assumed. As a result, the stay should be lifted.⁶

B. Because the License Agreements Are Not Assumable under Applicable Non-Bankruptcy Law, Trump AC Should be Granted Relief from the Automatic Stay.

61. Trademark rights are intangible property rights because their primary feature and value are consumers’ perceptions of the mark. N.C.P. Mktg. Grp., Inc. v. Blanks (In re N.C.P. Mktg. Grp., Inc.), 337 B.R. 230, 236 (D. Nev. 2005) (citing Power Test Petroleum Distribs. Inc. v. Calcu Gas, Inc., 754 F.2d 91, 96 (2d Cir. 1985) (“The metes and bounds of a trademark are defined by the perceptions that exist in the minds of the relevant buying public.”)). Trademarks are valuable property rights that allow their owners to protect the good will of their name and products by preventing unwarranted interference and use of their mark by others. N.C.P., 337 B.R. at 236 (citations omitted). As a grant of permission to use another’s mark, the trademark owner has a significant interest in controlling to whom the mark is transferred because the subsequent value of the trademark will be based entirely on good will. Id. Good will and trademarks “go hand in hand, at least to the extent that an attempted transfer of a trademark is

⁶ As a result of the Debtor’s failures, Trump AC continues to suffer damages. Nothing herein is intended to waive any claims that Trump AC has against the Debtors, including damages that constitute administrative claims for the Debtors’ ongoing and post-petition breaches of the License Agreement.

void without transfer of the good will associated with the trademark.” Id. (citing In re Travelot Co., 286 B.R. 447, 458 (Bankr. S.D. Ga. 2002)).

62. The owner of a trademark maintains a right and duty to control the quality of goods sold under the mark. Id. (citing 15 U.S.C. § 1060). Because the owner of the trademark has an interest in the party to whom the trademark is assigned, so that it can maintain the good will, quality, and value of its trademark, trademark rights are personal to the assignee and not freely assignable to a third party. Id. (citing J. Thomas McCarthy, 4 McCarthy on Trademarks and Unfair Competition § 25.33 (4th ed.2005) (“since the licensor-trademark owner has the duty to control the quality of goods sold under its mark, it must have the right to pass upon the abilities of new potential licensees”).

63. Other courts as well as a prominent treatise on trademarks, agree with this conclusion. For example, in Miller v. Glenn Miller Prods., the Central District of California held that “copyright and trademark licensors share a common retained interest in the ownership of their intellectual property—an interest that would be severely diminished if a licensee were allowed to sublicense without the licensor’s permission.” 318 F.Supp.2d 923, 928 (C.D. Cal. 2004); see also Travelot, 286 B.R. at 455 (“The grant of a non-exclusive license is ‘an assignment in gross,’ that is, one personal to the assignee and thus not freely assignable to a third party” (citations omitted); Tap Publ’ns, Inc. v. Chinese Yellow Pages (New York) Inc., 925 F.Supp. 212, 218 (S.D.N.Y. 1996) (“The general rule is that unless the license states otherwise, the licensee’s right to use the licensed mark is personal and cannot be assigned to another.”); Visa Int’l Serv. Ass’n v. Bankcard Holders of Am., 211 U.S.P.Q. 28, 41 (N.D.Cal.1981) (“Member banks may not assign their contractual right to use the VISA logo in an unauthorized manner without the consent of the licensor.”); J. Thomas McCarthy, 4 McCarthy on Trademarks

and Unfair Competition § 25.33 (4th ed. 2005) (“While the case law is sparse, it appears to be the rule that unless the license states otherwise, a license mark is personal and cannot be assigned.”).

64. Thus, because under applicable trademark law, trademarks are personal and non-assignable without the consent of the licensor (Trump AC), which it will not give the Debtors, the Trump Marks would not be assumable as part of the bankruptcy estate without Trump AC’s consent.⁷ West Elecs., 852 F.2d at 83-84 (under “hypothetical test”, if hypothetically the debtor could not assign the license without the non-debtor party’s consent, then the debtor cannot assume it either – even if the debtor has no intention of assigning the license).⁸

C. Trump AC Will Prevail on the Merits of its Litigation to Terminate the License Agreement.

65. With respect to the second Rexene factor, it is clear that Trump AC will prevail on its claim to terminate the License Agreement based on the numerous uncured defaults of that agreement which entitle Trump AC to terminate it. This Court previously noted that “[e]ven a slight probability of success on the merits may be sufficient to support lifting an automatic stay

⁷ Consistent with the intent of allowing Trump AC to safeguard the Trump “brand,” the License Agreement prohibits the Debtors from assigning any rights without Trump AC’s prior written consent, which consent is within Trump AC’s “sole and absolute discretion.” (License Agreement, Exhibit A, § 9.2)

⁸ While the ability of a debtor to assume and assign intellectual property (*e.g.*, patents and copyrights) often hinges on the exclusive vs. non-exclusive nature of the license (allowing debtors holding exclusive licenses the right to assume and assign such license), as described above, in light of the personal nature of the trademark license, trademark licenses are inherently unassignable, and whether a debtor has an exclusive right to use a trademark is not dispositive. In any event, the license conveyed under the License Agreement is a non-exclusive license because it only conveys the right for the Debtors to use the Trump Marks for certain limited purposes (*see* Ex. A, §§ 1.8, 1.25, 2.1, 2.2) and within a limited geographic area (*see id.*, §§ 1.4, 2.51). There is nothing in the License Agreement that conveys the sole and exclusive right to the Debtors to use the Trump Marks for all purposes, nor for any purposes outside those expressly permitted.

in an appropriate case.” SCO Grp. 395 B.R. at 859 (citing Int’l Business Machines v. Fernstrom Storage & Van Co. (In re Fernstrom Storage & Van Co.), 938 F.2d 731, 737 (7th Cir.1991); Rexene, 141 B.R. at 578). In this case, the Debtors have clearly breached the License Agreement and failed to cure such breach within the required timeframe. The remedy for breach under the License Agreement is Trump AC’s termination of that contract. Accordingly, there is no question that Trump AC has more than a “slight probability” of prevailing on the merits.

66. As detailed above, the Debtors failed two Subsequent Quality Assurance Reviews, as evidenced by the 2012 Report and the 2014 Report, entitling Trump AC to terminate the License Agreement. In particular, Section 4.1.6 of the License Agreement requires the Debtors to achieve a Subsequent Quality Assurance Review score for the Plaza of at least 95% of the Benchmark Report. If the Debtors fail any Subsequent Quality Assurance Review, the Debtors had a reasonable time period, not to exceed ninety (90) days, to cure such failure.

67. In September 2012, a Quality Assurance Consultant, LRA, issued a report for the Plaza showing a score of only 70.09%, which was well below 95% of the required Benchmark. In addition, various news reports and online hotel review websites such as Trip Advisor, detailed the poor quality of the services, guest rooms, and other facilities at the Casino Properties. The Debtors thus breached Section 4.1.6 of the License Agreement.

68. The facts also establish a breach of Section 4.1.5 of the License Agreement, which requires the Debtors to utilize the Trump Marks “in a dignified manner consistent with or exceeding the high reputation and importance of” the Trump Marks.

69. By letters dated October 7, 2013, Trump AC properly and reasonably notified the Debtors and Icahn of, among other things, the resulting defaults under Sections 4.1.5 and 4.1.6 of the License Agreement. Although the Debtors proposed a plan to attempt to cure these defaults,

such a plan was never successfully implemented, and indeed, the conditions at the Plaza deteriorated even further after the 2012 Report.

70. Specifically, on July 7-9, 2014, LRA performed another Subsequent Quality Assurance Review for the Plaza. The resulting 2014 Report confirmed the Plaza had not cured the defaults previously cited in the Initial Default Letters and the Plaza continued to fail to meet the quality assurance standards required under the License Agreement. In fact, the 2014 Report confirmed the quality of the Plaza had deteriorated since the 2012 Report, as the Plaza received only a **65.28%** compliance rate in the 2014 Report. Trump AC again notified the Licensee Entities and Icahn of these continued and additional defaults by letters dated August 4, 2014. (Ex. H and Ex. I).

71. The Debtors thus failed to cure the default under Section 4.1.6 of the License Agreement within the required ninety (90) day period outlined in that agreement. Accordingly, Trump AC is entitled to terminate the Agreement, and in fact, instituted the State Court Action to confirm its termination of the License Agreement.

72. Since the filing of the State Court Action, the Debtors have committed further defaults of that contract by closing the Plaza.

73. Accordingly, Trump AC will succeed on the merits of its pending State Court Action to confirm termination of the License Agreement based on the Debtors' uncured defaults thereunder.

iv. **Because This Court Lacks Authority Under Stern v. Marshall To Issue A Final Judgment With Respect To The Parties' Rights Under The License Agreement, The Stay Should Be Modified So The Dispute May Be Resolved In The State Court Action.**

74. Relief from the stay is also warranted because the Supreme Court's ruling in Stern v. Marshall, 131 S. Ct. 2594 (2011), precludes this Court from entering a final order adjudicating

the state law claims underpinning the State Court Action. A court other than the Bankruptcy Court will need to issue a final order to adjudicate the Verified Complaint. Because the parties elected New Jersey as the sole venue for adjudicating disputes under the License Agreement (Ex. A, § 10.12), and the State Court Action was already pending before the Petition Date, the stay should be modified to allow the State Court Action to proceed.

75. The relief sought in the State Court Action is based purely on state law. See Ex. B. Under 28 U.S.C. § 157(b)(2), only “matters concerning the administration of the estate” are identified as “core proceedings” over which this Court may enter a binding judgment. State law contract claims are not core proceedings. See, e.g., Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.), 4 F.3d 1095, 1102 (2d Cir. 1993). The enforceability of certain provisions of the License Agreement are rights that exist outside of bankruptcy – indeed, the State Law Action preceded these cases – and are governed by state law. The State Court Action “neither derives from nor depends upon any agency regulatory regime,” and therefore it is not subject to the “public rights” exception which allows Congress to constitutionally assign the claim to a legislative court.

76. Accordingly, the Court’s inability to exercise jurisdiction under the mandates of Stern v. Marshall and its progeny further demonstrate that “cause” exists such that the Court should grant relief from stay so that the State Court Action may proceed.

v. **The Balancing of Hardships Weighs in Favor of Granting Trump AC’s Motion to Modify the Automatic Stay.**

77. Finally, a balancing of the equities clearly warrants granting Trump AC relief from the automatic stay. The Trump brand is diminished each day as a result of the Debtors’ material breaches. Trump AC, and as well as the many other entities that are identified with the

“Trump” brand, will suffer irreparable harm if Trump AC is not permitted to terminate the License Agreement and remove the Trump Marks from the Casino Properties.

78. The reputational harms suffered as a result of the Debtors’ (i) failure to operate and manage the Casino Properties in accordance with the high standards of quality and luxury required under the License Agreement, (ii) failure of two Subsequent Quality Assurance Reviews conducted by LRA in accordance with the License Agreement, (iii) various news reports and online hotel review websites such as *Trip Advisor*, detailing the poor quality of the services, guest rooms, and other facilities at the Casino Properties, and (iv) the closure of the Plaza as well as the anticipated closure of the Taj constitute irreparable harm. See Community Hosp. Group, Inc. v. More, 365 N.J. Super. 84, 101 (N.J. App. Div. 2003) (recognizing that “diminution of [company’s] reputation . . . is not readily capable of being remedied by monetary damages”); Opticians Ass’n of Am. v. Independent Opticians of Am., 920 F.2d 187, 195 (3d Cir. 1990) (recognizing “[g]rounds for irreparable injury include loss of control of reputation . . . and loss of good will” in connection with trademarks). Failing to terminate the License Agreement for these results with thus result in severe prejudice and irreparable harm to Trump AC.

79. The Debtors specifically acknowledged and agreed in the License Agreement that “[Trump AC] would be irreparably harmed and there would be no adequate remedy at law for the [Debtors’] . . . violation of any covenants or agreements contained in this [License] Agreement.” (Exhibit A at §10.13.) Courts have recognized violations of such contractual provisions are sufficient to establish irreparable harm. See Klabin Fragrances, Inc. v. Hagelin & Co., Inc., 2005 WL 1502254, at *1 (N.J. Ch. Div. June 24, 2005).

80. The Debtors, on the other hand, will not be prejudiced by the relief sought. The Debtors elected not to cure the defaults under the License Agreement to restore the conditions at

the Casino Properties within the timeframe permitted by the License Agreement (or at any point thereafter). Furthermore, by ceasing operations and closing the Plaza and announcing the anticipated closure of the Taj in November, the Debtors have both increased the harm to Trump AC while substantially diminished any conceivable business need to retain the Trump brand in violation of the License Agreement. The hardship that the automatic stay imposes on Trump AC vastly outweighs the hardship to the Debtors if the stay were lifted. Accordingly, this prong also weighs in Trump AC's favor.

81. Based on the above, Trump AC respectfully submits that the automatic stay should be modified to allow Trump AC to terminate the License Agreement through the pending State Court Action. Allowing Trump AC to terminate the License Agreement will not prejudice the Debtors (as they cannot assume it), the balance of hardships weighs heavily in Trump AC's favor, and Trump AC has demonstrated a reasonable chance of prevailing on the merits.

CONCLUSION

82. Based on all of the above reasons and legal authorities, as well as those that may be adduced at a hearing on this matter, Trump AC respectfully requests the Court modify the automatic stay to allow Trump AC to terminate the License Agreement through the continuation of the State Court Action.

WHEREFORE, Trump AC respectfully requests that the Court enter an Order granting the Motion and such other relief in favor of Trump AC as the Court deems just and appropriate under the circumstances.

Respectfully submitted,

COLE, SCHOTZ, MEISEL,
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*Co-Counsel for Trump AC Casino
Marks LLC*

Dated: September 24, 2014

Exhibit A

EXECUTION VERSION

**SECOND AMENDED AND RESTATED
TRADEMARK LICENSE AGREEMENT**

SECOND AMENDED AND RESTATED TRADEMARK LICENSE AGREEMENT (the "**Agreement**"), made as of this 16th day of July, 2010 (the "**Effective Date**"), by and among Donald J. Trump, an individual with an address at 721 Fifth Avenue, New York, New York 10022 ("**Trump**"), Ivanka Trump, an individual with an address at 725 Fifth Avenue, New York, New York 10022 ("**Ivanka Trump**") (Trump and Ivanka Trump are collectively referred to herein as the "**Trump Parties**"), Trump Entertainment Resorts, Inc., a Delaware corporation with a principal place of business at 1000 Boardwalk at Virginia, Atlantic City, New Jersey 08401 ("**Company**"), Trump Entertainment Resorts Holdings, L.P., a Delaware limited partnership with a principal place of business at 1000 Boardwalk at Virginia, Atlantic City, New Jersey 08401 ("**Trump Holdings**"), Trump Taj Mahal Associates, LLC, a New Jersey limited liability company with a principal place of business at 1000 Boardwalk at Virginia, Atlantic City, New Jersey 08401 ("**Trump Taj Mahal Associates**"), Trump Plaza Associates, LLC, a New Jersey limited liability company with a principal place of business at the Boardwalk at Mississippi Avenue, Atlantic City, New Jersey 08401 ("**Trump Plaza Associates**"), and Trump Marina Associates, LLC, a New Jersey limited liability company with a principal place of business at Huron & Brigantine Blvd., Atlantic City, New Jersey 08401 ("**Trump Marina Associates**"). (All of the foregoing are collectively referred to herein as "**Parties**" or individually as a "**Party**").

RECITALS:

WHEREAS, Trump, Company, Trump Holdings and certain subsidiaries of Trump Holdings entered into that certain Amended and Restated Trademark License Agreement, dated as of May 20, 2005 (the "**Prior License Agreement**"), and Trump, Trump Holdings and Company entered into that certain Amended and Restated Trademark Security Agreement, dated as of May 20, 2005 (the "**Prior Security Agreement**");

WHEREAS, on February 17, 2009, Company, Trump Holdings and certain of their subsidiaries (collectively, the "**Debtors**") filed voluntary petitions under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330 (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the District of New Jersey, and the Debtors' chapter 11 cases are being jointly administered under case styled *In re TCI 2 Holdings, LLC, et al.*, No. 09 13654 (JHW);

WHEREAS, the Ad Hoc Committee of Holders of 8.5% Senior Secured Notes Due 2015 (the "**Ad Hoc Committee**") and the Debtors filed that certain Modified Sixth Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code Proposed by the Ad Hoc Committee of Holders of 8.5% Senior Secured Notes Due 2015 and the Debtors dated as of January 5, 2010 (as amended, supplemented or modified, the "**Plan of Reorganization**");

WHEREAS, on November 16, 2009, certain parties, including but not limited to Trump, Ivanka Trump and the members of the Ad Hoc Committee, entered into a Plan Support Agreement ("**Plan Support Agreement**") pursuant to which, subject to the terms and conditions thereof, the Trump Parties and Trump Holdings would, among other things, enter into a second amended and restated license agreement;

WHEREAS, the Parties desire to terminate the Terminated Agreements (as hereinafter defined), to the extent not previously terminated;

WHEREAS, by virtue of advertising, promoting, and adhering to the highest standards of service and marketing, Trump has made the names "DONALD J. TRUMP," "DONALD TRUMP," "D. J. TRUMP" and "D. TRUMP" (collectively, the "**Donald Names**"), and "TRUMP" (the "**Trump Name**" and together with the Donald Names, collectively, the "**Trump Names**") well known to the public and the Trump Names enjoy among the trade and the public a superior reputation and widespread goodwill with respect to the style and quality of services and products bearing or associated with the Trump Names;

WHEREAS, by virtue of advertising, promoting, and adhering to the highest standards of service and marketing, Ivanka Trump has made the Ivanka Names (as hereinafter defined) well known to the public and the Ivanka Names enjoy among the trade and the public a superior reputation and widespread goodwill with respect to the style and quality of services and products bearing or associated with the Ivanka Names;

WHEREAS, Trump is the owner of the trademarks and service marks and trademark and service mark registrations set forth on Schedule A in the United States and for the goods and services set forth in the registrations set forth on Schedule A (collectively, the "**Licensed Marks**"); and

WHEREAS, the Licensed Marks and Related Intellectual Property (as defined herein) are of a unique character without an equivalent substitute;

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein and in the Plan Support Agreement, and other good and valuable consideration (including but not limited to the issuance to Trump on the date hereof of shares of common stock representing a 5% equity interest in Company and a common stock purchase warrant, in accordance with the Plan of Reorganization), the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Definitions.

1.1. "**Ad Hoc Committee**" shall have the meaning set forth in the Recitals hereto.

1.2. "**Additional Insureds**" shall have the meaning as set forth in Section 5.1.1.

1.3. **"Affiliate"** means, with respect to any Person, any other Person that is directly or indirectly controlling or controlled by or under direct or indirect common control with such Person. For purposes of this definition, "control" of a Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have corresponding meanings.

1.4. **"Atlantic City Zone"** shall mean an area within a fifty (50) mile radius of the intersection of Boardwalk and Mississippi Avenue, Atlantic City, New Jersey.

1.5. **"Bankruptcy Code"** shall have the meaning set forth in the Recitals hereto.

1.6. **"Benchmarks"** shall have the meaning set forth in Section 4.1.6.

1.7. **"Branding Cessation Date"** shall mean the date that none of the Licensee Entities principally brands at least one Qualifying Casino Property with the Licensed Marks (including, without limitation, if the Casino Properties fail to prominently bear, or are branded other than under, the Licensed Marks, or the marketing and advertising materials relating to the Casino Properties fail to prominently display, or prominently display any brand other than, the Licensed Marks), and such failure of use continues for a period of ninety (90) days. Notwithstanding the foregoing, the Licensee Entities shall be permitted to use other brands (of a quality reasonably consistent with the Casino Properties) to identify services ancillary to Casino and Gaming Activities and the hotel services related thereto (but in any event such ancillary services shall nevertheless be limited to Holdings' Casino Activities) at the Casino Properties, such as but not limited to bars, restaurants, shops, theaters and spas, without causing a Branding Cessation Date (provided, however, during such period as the applicable Casino Property continues to use any Trump Names or Licensed Marks, the Casino and Gaming Activities and the hotel at such Casino Property shall use the applicable Licensed Mark (i.e., Trump Plaza Hotel and Casino, Trump Marina Hotel Casino and Trump Taj Mahal Casino Resort, as applicable) as the sole brand for the name of such Casino Property). There is no requirement as to how extensively the Licensed Marks are to be used at the Casino Properties. The sale or failure to brand one or two of the Casino Properties shall not, in and of itself, be deemed to cause a Branding Cessation Date, nor shall the sale of a portion or portions of one or more Casino Properties (including the sale of any Marina Expansion, Taj Expansion and/or Plaza Expansion) be deemed to cause a Branding Cessation Date, so long as the Licensee Entities continue to principally brand at least one Qualifying Casino Property with the Licensed Marks.

1.8. **"Casino and Gaming Activities"** shall mean the ownership, operation or management of the gaming portion of any building or complex of buildings in which the principal business activity is the taking or receiving of bets or wagers upon the result of games of chance or skill.

1.9. **"Casino Component"** shall mean, with respect to any overall Site, the portion of such Site which is used primarily for Casino and Gaming Activities.

1.10. **"Casino Properties"** shall mean collectively the following three (3) properties: (i) Trump Taj Mahal Casino Resort, located at 1000 Boardwalk at Virginia, Atlantic City, New Jersey, including any Taj Expansion (collectively, the **"Trump Taj"**), and branded **"Trump Taj Mahal"**, (ii) Trump Plaza Hotel and Casino, located at the Boardwalk at Mississippi Avenue, Atlantic City, New Jersey, including any Plaza Expansion (collectively, the **"Trump Plaza"**), and branded **"Trump Plaza"**, and (iii) Trump Marina Hotel Casino, located at Huron & Brigantine Blvd., Atlantic City, New Jersey, including any Marina Expansion (collectively, the **"Trump Marina"**), and branded **"Trump Marina"**.

1.11. **"Casino Property"** shall mean any one of the Casino Properties described in clause (i), (ii), or (iii) of the definition of Casino Properties above.

1.12. **"Collateral Agent"** shall have the meaning set forth in Section 5.2.5.

1.13. **"Cure Period"** shall have the meaning set forth in Section 4.2.

1.14. **"Current Product Use"** shall have the meaning set forth in Section 2.4.1.

1.15. **"Current Use(s)"** shall have the meaning set forth in Section 2.1.2.

1.16. **"Debtors"** shall have the meaning set forth in the Recitals hereto.

1.17. **"DJT/Ivanka Likenesses/Images"** shall mean such images and likenesses of Trump and/or Ivanka Trump which either (i) have been used by the Casino Properties within the (12) months prior to the date hereof (subject to the proviso below) or are being used by the Casino Properties as of the date hereof or (ii) are approved in writing by Trump or Ivanka Trump (as applicable), such approval not to be unreasonably withheld or delayed; provided, however, that, within a reasonable time following the execution of this Agreement, Trump Holdings shall provide the Trump Parties with the images and likenesses of Trump and/or Ivanka Trump that were used by the Casino Properties within the twelve (12) months prior to the date hereof or are being used by the Casino Properties as of the date hereof, and Trump Holdings and the Trump Parties shall agree in good faith upon a reasonable number of such images and likenesses that may be used by the Licensee Entities pursuant to this Agreement.

1.18. **"Domain Names"** shall mean the following Internet domain names (or similar or successor address system): [http://www.trumpcasinos.com](http://www.trumpcasinos.com;);
[http://www.trumpmarina.com](http://www.trumpmarina.com;); [http://www.trumptaj.com](http://www.trumptaj.com;); [http://www.trumptajmahal.com](http://www.trumptajmahal.com;);
[http://www.trumpplaza.com](http://www.trumpplaza.com;); [http://www.trumpplazahotel.com](http://www.trumpplazahotel.com;);
[http://www.tajmahalpalacecasino.com](http://www.tajmahalpalacecasino.com;); [http://www.trumponecard.com](http://www.trumponecard.com;);
[http://www.trumponecard.net](http://www.trumponecard.net;); [http://www.trumponecard.org](http://www.trumponecard.org;); [http://www.trumpmeetings.com](http://www.trumpmeetings.com;);
[http://www.trumptajpoker.com](http://www.trumptajpoker.com;); [http://www.newtrumptajmahal.com](http://www.newtrumptajmahal.com;);
[http://www.casinotajmahalpalace.com](http://www.casinotajmahalpalace.com;); [http://www.trump-ac.com](http://www.trump-ac.com;); [http://www.trumpone.net](http://www.trumpone.net;);
[http://www.thenewtaj.com](http://www.thenewtaj.com;); [http://www.playtajpoker.com](http://www.playtajpoker.com;) [http://www.playtajpoker.net](http://www.playtajpoker.net;);
<http://www.terinvestors.com> [http://www.terinvestors.net](http://www.terinvestors.net;); [http://www.trumpac.com](http://www.trumpac.com;);
[http://www.trumpectertainmentresorts.com](http://www.trumpectertainmentresorts.com;); [http://www.trumpexchange.com](http://www.trumpexchange.com;);

<http://www.trumpbestvalue.com>; <http://www.trumpentertainmentresorts.net>
<http://www.trumpbestvalue.net>; <http://www.trumpcompass.com>; <http://www.trump-casinos.com>;
<http://www.trump-gaming.com>; <http://www.trumpemployment.com>] and other Internet domain names agreed to by the Parties. For the avoidance of doubt the above listed domain names shall also include all generic top-level domains including but not limited to .com, .net and .mobi.

1.19. **"Donald Names"** shall have the meaning set forth in the Recitals hereto.

1.20. **"Effective Date"** shall have the meaning set forth in the Preamble hereto.

1.21. **"Entity"** shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, real estate investment trust, association or other entity.

1.22. **"Failed Review Report"** shall have the meaning set forth in Section 4.1.6.

1.23. **"Food Outlets"** shall have the meaning set forth in Section 2.4.1.

1.24. **"Fulfillment Program"** shall mean the player tracking, marketing, and customer incentives, rewards, and rating program for customers of the Casino Properties, currently operated under the name "Trump One", in the manner that this program currently exists or a similar manner.

1.25. **"Holdings' Casino Activities"** shall mean the business and activity of owning, operating and managing the Casino Properties (which includes, but is not limited to, Casino and Gaming Activities, hotel services, bar services, restaurant services, spa and beauty services, theater services, retail services, transportation services to or from the Casino Properties, and incentive/customer recognition programs including the Fulfillment Program, in each case, solely with respect to customers of the Casino Properties, at the Casino Properties (except as otherwise expressly provided in Sections 2.1.4, 2.1.5, 2.1.7, and 2.8), as well as the advertising and promotion thereof, and the booking of reservations for the foregoing), in each case (x) as such activities have been conducted within the twelve (12) months prior to the date hereof as set forth on Schedule B-1, Schedule B-2 or Schedule B-3, or as such activities are conducted on the date hereof, or (y) as otherwise set forth in this Agreement; provided, however, that Holdings' Casino Activities shall also include any new activities (including, but not limited to; any new Casino and Gaming Activities or any Non-Casino Purposes, but excluding all Other Uses not expressly permitted by Section 2.1.6 or 2.1.7) that may be offered or conducted after the date hereof by the Licensee Entities, so long as (A) such new activities are also being offered or conducted at one or more other major gaming properties, either within or outside the Atlantic City Zone, or are approved in writing by the Trump Parties, which approval shall not be unreasonably withheld and (B) the requirements of the next sentence are complied with. Any new activities offered or conducted after the date hereof that become included as Holdings' Casino Activities pursuant to the proviso to the preceding sentence shall not be branded with the Trump Names, the Related Intellectual Property or the Licensed Marks (other than using the

Licensed Marks as a location indicator, such as stating that the new activity is “at the Trump Taj Mahal Casino Resort”) or utilize the DJT/Ivanka Likenesses/Images without the approval of the Trump Parties in the Trump Parties’ sole discretion.

1.26. **“Ivanka Names”** shall mean, collectively, the name “Ivanka” or “Ivanka Trump” or any derivatives of “Ivanka” or “Ivanka Trump” (other than “Trump” as part of the Licensed Marks or the Trump Names).

1.27. **“License”** shall mean the rights collectively granted to the Licensee Entities pursuant to Section 2.1 and the other provisions of this Agreement.

1.28. **“Licensee Entities”** shall mean Company, Trump Holdings and the Trump Holdings Subsidiaries.

1.29. **“Licensee Entities Online Gaming Website”** shall have the meaning set forth in Section 2.8.

1.30. **“Licensed Marks”** shall have the meaning set forth in the Recitals hereto.

1.31. **“Losses”** shall have the meaning set forth in Section 6.3.

1.32. **“Marina Expansion”** shall mean any expansion, addition, renovation or other alteration of the physical structure of the Trump Marina as it exists on the date hereof, provided that any such expansion, addition, renovation or alteration shall be of a quality equal to or greater than Trump Marina immediately prior to such expansion, addition, renovation or other alteration; and provided further that, for the sake of clarity, for so long as any such Marina Expansion is owned by a Licensee Entity and the rest of Trump Marina continues to be branded as “Trump Marina”, any Marina Expansion shall be branded “Trump Marina” and shall be operated as part of and integrated with Trump Marina (and not as a stand-alone hotel or separate business). Without limiting the foregoing, any Marina Expansion shall be on land that is contiguous to the current physical structure of Trump Marina, or within a reasonably close proximity to the current physical structure of Trump Marina, such that a reasonable person would view the Marina Expansion as part of the same casino hotel complex.

1.33. **“Non-Casino Component”** shall mean, with respect to any overall Site, the portion of such Site which is controlled by a Trump Party and is used solely for Non-Casino Purposes.

1.34. **“Non-Casino Purposes”** shall mean any purpose whatsoever, other than Casino and Gaming Activities.

1.35. **“Nonconforming Activities”** shall have the meaning set forth in Section 4.2.

1.36. **“Non-Permitted Use”** shall have the meaning set forth in Section 4.2.3.

1.37. **"Other Uses"** shall mean (A) any form of residential use (including, without limitation, any condominium or cooperative use, single family homes, townhomes, whether for sale, lease or otherwise), (B) time shares, residential or resort membership clubs, fractional ownership and any similar forms of ownership that divide such ownership according to specific assigned calendar periods or similar methods, (C) hotel condominiums, serviced apartments, extended stay hotels or any similar use, (D) office use (other than offices occupied by the Licensee Entities which are incidental to the operation of the Casino and Gaming Activities of the Licensee Entities) or (E) a golf course.

1.38. **"Permitted Sublicensees"** shall have the meaning set forth in Section 9.2.1.

1.39. **"Permitted Transferee"** shall mean (i) the spouse and descendants of a Trump Party (including any related trusts controlled by, and established and maintained for the benefit of, a Trump Party or such spouse or descendants), (ii) the estate of any of the foregoing, (iii) any Entity of which a Trump Party and/or any of the Persons referred to in clause (i) or (ii) has a direct or indirect majority ownership interest, and (iv) any Special Purpose Assignee.

1.40. **"Person"** shall mean any natural person or Entity.

1.41. **"Plan of Reorganization"** shall have the meaning set forth in the Recitals hereto.

1.42. **"Plan Support Agreement"** shall have the meaning set forth in the Recitals hereto.

1.43. **"Plaza Expansion"** shall mean any expansion, addition, renovation or other alteration of the physical structure of the Trump Plaza as it exists on the date hereof, provided that any such expansion, addition, renovation or alteration shall be of a quality equal to or greater than Trump Plaza immediately prior to such expansion, addition, renovation or other alteration; and provided further that, for the sake of clarity, for so long as any such Plaza Expansion is owned by a Licensee Entity and the rest of Trump Plaza continues to be branded as "Trump Plaza", any Plaza Expansion shall be branded "Trump Plaza" and shall be operated as part of and integrated with Trump Plaza (and not as a stand-alone hotel or separate business). Without limiting the foregoing, any Plaza Expansion shall be on land that is contiguous to the current physical structure of Trump Plaza, or within a reasonably close proximity to the current physical structure of Trump Plaza, such that a reasonable person would view the Plaza Expansion as part of the same casino hotel complex.

1.44. **"Prior License Agreement"** shall have the meaning set forth in the Recitals hereto.

1.45. **"Prior Security Agreement"** shall have the meaning set forth in the Recitals hereto.

1.46. **"Prior Services Agreement"** shall mean that certain Services Agreement, dated as of May 20, 2005, by and among Trump, Company and Trump Holdings.

1.47. **"Public Announcements"** shall have the meaning set forth in Section 7.2.

1.48. **"Qualifying Casino Property"** shall mean any Casino Property, but only so long as such Casino Property (i) continues to be owned and operated by one of the Licensee Entities, (ii) continues to have a size and scope substantially similar to, or greater than, the size and scope of such Casino Property as of the date hereof and (iii) continues to derive a majority of its total revenues from Casino and Gaming Activities.

1.49. **"Quality Assurance Consultant"** shall have the meaning set forth in Section 4.1.6.

1.50. **"Related Intellectual Property"** shall mean the specific intellectual property, and the specified use, each as expressly identified on Schedule B-3 annexed hereto and made a part hereof.

1.51. **"Restricted Expiration Date"** shall have the meaning set forth in Section 2.5.1.

1.52. **"Restricted Names"** shall mean any of (x) "Trump Entertainment Resorts", "Trump Entertainment and Resorts", "Trump Resorts Entertainment" or "Trump Resorts and Entertainment" (but not the word "Trump" or "Entertainment" or "Resort" individually or in combination with one another, except in the specific combinations set forth above) or (y) "Taj Mahal," and "Taj" and in the case of (y) either alone or in conjunction with "Trump" or any other names.

1.53. **"Restricted Territories"** shall have the meaning set forth in Section 2.5.1.

1.54. **"Second Taj Benchmark"** shall have the meaning set forth in Section 4.1.6.

1.55. **"Similar Product Use"** shall have the meaning set forth in Section 2.4.1.

1.56. **"Similar Use(s)"** shall have the meaning set forth in Section 2.1.2.

1.57. **"Site"** shall mean a site, building or complex of buildings comprised of a Casino Component and a Non-Casino Component.

1.58. **"Six Month Period"** shall have the meaning set forth in Section 9.2.2.

1.59. **"Special Purpose Assignee"** shall mean any Entity of which a Trump Party, or any Permitted Transferee described in clauses (i) through (iii) of the definition of Permitted Transferee, has a direct or indirect majority ownership interest and directly or

indirectly controls the management and affairs and to which such rights to, and/or ownership of, the Licensed Marks, Trump Names, Related Intellectual Property and/or the DJT/Ivanka Likenesses/Images as shall be necessary for such Entity to perform such Trump Party's obligations under this Agreement shall have been assigned or transferred.

1.60. **"Steel Pier Development"** shall have the meaning set forth in Section 2.1.6.

1.61. **"Subsequent Quality Assurance Review"** shall have the meaning set forth in Section 4.1.6.

1.62. **"Taj Expansion"** shall mean any expansion, addition, renovation or other alteration of the physical structure of the Trump Taj as it exists on the date hereof, including, without limitation, the Steel Pier Development (which Steel Pier Development shall also be subject to Section 2.1.6), provided that any such expansion, addition, renovation or alteration shall be of a quality equal to or greater than the Trump Taj immediately prior to such expansion, addition, renovation or alteration; and provided further that, for the sake of clarity, for so long as any such Taj Expansion is owned by a Licensee Entity and the rest of Trump Taj continues to be branded as "Trump Taj Mahal", except as set forth in Section 2.1.6 with respect to the residential portion of any Steel Pier Development, any Taj Expansion shall be branded "Trump Taj Mahal" and shall be operated as part of and integrated with Trump Taj (and not as a stand-alone hotel or separate business). With respect to any Steel Pier Development, except as set forth in Section 2.1.6 with respect to the residential portion thereof, any Taj Expansion shall be branded "Trump Taj Mahal", so long as it remains a part of Trump Taj and the rest of Trump Taj is branded in that fashion. Without limiting the foregoing, any Taj Expansion shall be at a location that is contiguous to the current physical structure of Trump Taj, or within a reasonably close proximity to the current physical structure of Trump Taj, such that a reasonable person would view the Taj Expansion as part of the same casino hotel complex.

1.63. **"Taj Mahal Marks"** shall mean (i) the United States trademarks TAJ MAHAL and TAJ, as well as U.S. Registration No. 2,121,189 for TAJ MAHAL, (ii) other applications filed or owned by Trump or registrations obtained or owned by Trump in foreign jurisdictions for "Taj" or "Taj Mahal" (if any), and (iii) along with the goodwill associated therewith, excluding with respect to each of (i), (ii) and (iii) any Licensed Marks.

1.64. **"Term"** shall have the meaning set forth in Section 7.1.

1.65. **"Terminated Agreements"** shall mean, collectively, the Prior Security Agreement and the Prior Services Agreement.

1.66. **"Trump"** shall have the meaning set forth in the Preamble hereto.

1.67. **"Trump Consent"** shall have the meaning set forth in Section 5.2.5.

1.68. **"Trump Holdings"** shall have the meaning set forth in the Preamble hereto.

1.69. **"Trump Holdings Subsidiaries"** shall mean collectively, Trump Taj Mahal Associates, the current owner of Trump Taj; Trump Plaza Associates, the current owner of Trump Plaza; and Trump Marina Associates, the current owner of Trump Marina; but in each case only for so long as such Person owns Trump Plaza, Trump Taj or Trump Marina, as applicable.

1.70. **"Trump Marina"** shall have the meaning set forth in the definition of Casino Property above.

1.71. **"Trump Name"** and **"Trump Names"** shall have the meanings set forth in the Recitals hereto.

1.72. **"Trump Parties"** shall have the meaning set forth in the Preamble hereto.

1.73. **"Trump Plaza"** shall have the meaning set forth in the definition of Casino Property above.

1.74. **"Trump Taj"** shall have the meaning set forth in the definition of Casino Property above.

1.75. **"Trump Taj Casino Portion"** shall have the meaning set forth in Section 2.1.6.

1.76. **"Trump Taj Mahal Associates LP"** shall mean Trump Taj Mahal Associates Limited Partnership, predecessor to Trump Taj Mahal Associates.

1.77. **"Trump Taj Mahal Associates"** shall have the meaning set forth in the Preamble hereto.

2. License.

2.1. Trump Parties License to the Licensee Entities. The Trump Parties (as applicable) hereby grant to the Licensee Entities, and each of the Licensee Entities (on its own behalf and on behalf of each other) hereby accepts, upon the terms and subject to all of the terms and conditions set forth herein (including, without limitation, the provisions of Sections 2.2, 2.3, 2.4 and 4 hereof), during the Term, a royalty-free right and license, solely for Holdings' Casino Activities or as otherwise set forth herein, which shall be exclusive solely to the extent set forth in Section 2.5, with the right of sublicense only to Permitted Sublicensees as provided in Section 9.2 hereof:

2.1.1. to use the Licensed Marks solely for Holdings' Casino Activities;

2.1.2. subject to Section 2.4.1, to use the Trump Names (and, to the extent applicable, any Related Intellectual Property) solely for (i) uses of the Trump Names (and, to the extent applicable, any Related Intellectual Property) by the Licensee Entities, which uses are set forth on Schedule B-1 and Schedule B-3 hereto, for Holdings' Casino Activities ("Current Use(s)"); (ii) uses of the Trump Names (and, to the extent applicable, any Related Intellectual Property) which are similar to, and of a level of quality consistent with, the Current Uses, for Holdings' Casino Activities ("Similar Use(s)"), provided that Trump Holdings provides written notice thereof to the Trump Parties setting forth in reasonable detail such Similar Uses as provided in Section 4.1.1; and (iii) uses of the Trump Names (and, to the extent applicable, any Related Intellectual Property) which are neither Current Uses nor Similar Uses, for Holdings' Casino Activities, subject (in the case of this clause (iii)) to the approval of the Trump Parties pursuant to the procedure set forth in Section 4.1.3 hereof, which approval shall not be unreasonably withheld;

2.1.3. to use the DJT/Ivanka Likenesses/Images solely for Holdings' Casino Activities, provided any such use is of the highest quality, in accordance with past practices within the twelve (12) months prior to the date hereof as set forth on Schedule B-2, or as used for Holdings' Casino Activities as of the date hereof or as otherwise permitted under Section 4.1; and

2.1.4. to use the Domain Names solely to promote Holdings' Casino Activities, subject to Section 2.8.

2.1.5. Without limiting anything else in this Agreement, the License granted hereby does not include any right to use the Trump Names, the Licensed Marks, the Related Intellectual Property, DJT/Ivanka Likenesses/Images or the Domain Names (i) to sell any products online (except that the Licensee Entities shall be permitted to make online use of the Trump Names, the Licensed Marks, the Related Intellectual Property, DJT/Ivanka Likenesses/Images or the Domain Names in connection with (x) the Fulfillment Program (subject to the condition that products branded under the Trump Names or the Licensed Marks shall not, unless such branding was authorized in writing by the Trump Parties or such products are obtained from an authorized licensee of the Trump Parties, be offered as part of the Fulfillment Program) or (y) online reservations for rooms at the Casino Properties, restaurants at the Casino Properties and other Holdings' Casino Activities); (ii) for any online or Internet gaming (other than as expressly set forth in Section 2.8 below); or (iii) without limiting the immediately preceding clause (ii), for any form of electronic gaming activities outside the Casino Properties (which activities are expressly prohibited under, and excluded from, this Agreement and the License).

2.1.6. For purposes of clarification, but without limitation, except as set forth in this Section 2.1.6 or Section 2.1.7, Holdings' Casino Activities shall not include in any respect (i) the right to convert any portion of the Casino Properties to Other Uses

or to conduct or engage in Other Uses; or (ii) the advertising or promotion of any of such Other Uses. Notwithstanding the foregoing, but subject to the remaining provisions of this Section 2.1.6, Trump Taj Mahal Associates shall have the right, through a subsidiary or affiliate, to develop as an addition to Trump Taj a portion of the area now known as the steel pier (the "**Steel Pier Development**"), so long as Trump Taj Mahal Associates (and any successor thereto) shall not utilize the Trump Names, the Licensed Marks, the DJT/Ivanka Likenesses/Images, the Related Intellectual Property or the Taj Mahal Marks (or anything similar to or indistinguishable from any of the foregoing) in connection with any residential portion of the Steel Pier Development. The portion of the Trump Taj and the Steel Pier Development which does not include any such residential portion of the Steel Pier Development is referred to herein as the "**Trump Taj Casino Portion**". In connection with the Steel Pier Development, Trump Taj Mahal Associates (and any successor thereto) shall cause the following measures to be taken to separate and distinguish the residential portion of the Steel Pier Development from the Trump Taj Casino Portion: (1) separate outdoor entrances for each of the residential portion of the Steel Pier Development and the Trump Taj Casino Portion, that each have a distinct look and feel; (2) the residential portion of the Steel Pier Development and the Trump Taj Casino Portion shall have signage that each have a distinct look and feel, with (x) no reference on the signage of the Trump Taj Casino Portion referring to the residential portion of the Steel Pier Development and (y) no reference on the signage of the residential portion of the Steel Pier Development referring to the Trump Taj Casino Portion (it being understood that unobtrusive or directional signage such as "hotel" or "casino" shall not be a violation of this clause); (3) advertising and promotion of the residential portion of the Steel Pier Development shall not promote the Licensee Entities or the Casino Properties, describe the Licensee Entities as an Affiliate of the residential portion of the Steel Pier Development or provide that the residential portion of the Steel Pier Development is managed, owned, branded or operated by any of the Licensee Entities, and the Licensee Entities shall not enter into any agreement with the owner, operator or manager of the residential portion of the Steel Pier Development which would allow such promotion; (4) the Steel Pier Development shall not utilize the mailing list created by the Licensee Entities for any of the Casino Properties (including without limitation the Trump Taj Casino Portion) and the Licensee Entities shall not enter into any agreement with the owner, operator or manager of the Steel Pier Development which would allow the Steel Pier Development to utilize the mailing list created by the Licensee Entities for any of the Casino Properties (including without limitation the Trump Taj Casino Portion); and (5) Trump Taj shall utilize a name for the residential portion of the Steel Pier Development which is clearly distinguishable from the names of the Casino Properties, any names under which the Trump Taj Casino Portion is branded, the Trump Names, the Licensed Marks, the DJT/Ivanka Likenesses/Images, the Related Intellectual Property and the Taj Mahal Marks (for example, Taj Mahal Associates would not be permitted to use "Taj Tower" or "Taj Mahal Hotel" to identify the residential portion of the Steel Pier Development, but Taj Mahal Associates would be permitted to use an entirely different mark, such as "Steel Pier Tower" or "Atlantic City Tower" without any reference to any of the foregoing). Notwithstanding the foregoing, it is understood and

agreed that the residential portion of the Steel Pier Development can service customers of the Trump Taj Casino Portion without limitation and the residential portion of the Steel Pier Development can arrange for the Trump Taj Casino Portion to provide services to customers of the residential portion of the Steel Pier Development. In addition, notwithstanding anything to the contrary contained herein, advertising or promotional materials which contain photographs or renderings (which photographs or renderings depict both the Trump Taj Casino Portion and the residential portion of the Steel Pier Development, including any logos, marks, names or other identifying information of either or both of the Trump Taj Casino Portion and/or the residential portion of the Steel Pier Development), shall not be a violation of this Section 2.1.6. The provisions contained herein shall be a covenant running with the land and, in the event Trump Taj Mahal Associates elects to develop the Steel Pier Development, prior to the commencement of any such development the Parties shall enter into an agreement reasonably satisfactory to the Parties which shall be recorded in the land records of the Steel Pier Development setting forth such covenants.

2.1.7. Notwithstanding the first sentence of Section 2.1.6, the Licensee Entities shall be permitted to promote and offer to guests of the Casino Properties the opportunity to use a golf course, so long as such golf course does not (x) use or utilize in any manner the Trump Names, the Licensed Marks, the DJT/Ivanka Likenesses/Images, the Related Intellectual Property or the Taj Mahal Marks (or anything similar to or indistinguishable from any of the foregoing), other than using the Licensed Marks as a location indicator, such as stating that the new activity is "one mile west of the Trump Taj Mahal Casino Resort") or (y) promote the golf course as part of or located at the Casino Properties, or as owned, managed or operated by the Casino Properties or the Licensee Entities. Nothing contained herein shall preclude the Licensee Entities from (i) owning, leasing and/or operating a golf course, so long as such golf course does not use or utilize the Trump Names, the Licensed Marks, the DJT/Ivanka Likenesses/Images, the Related Intellectual Property or the Taj Mahal Marks (or anything similar to or indistinguishable from any of the foregoing) or (ii) advising or promoting to guests (or potential guests) of the Casino Properties, that guests of the Casino Properties shall have access to and use (whether on an exclusive, discounted, priority or any other basis) of a golf course, without indicating whether or not such golf course is owned or operated by the Casino Properties or the Licensee Entities).

2.2. No Other Names. The License does not include any rights to (i) the Trump Names or the Related Intellectual Property (other than as expressly set forth in Section 2.1.2, and Schedule B hereto) or (ii) the Ivanka Names.

2.3. Rights Retained by or Granted to the Trump Parties.

2.3.1. Nothing contained in this Agreement shall restrict or restrain the Trump Parties from using, registering, further licensing or otherwise exploiting in any respect and in their sole and absolute discretion, the Licensed Marks, Related Intellectual

Property, Ivanka Names, the Trump Names and/or DJT/Ivanka Likenesses/Images for any services, products or activities whatsoever (except as expressly set forth in Section 2.5), or for any purpose whatsoever (except as expressly set forth in Section 2.5). For purposes of clarification, and without limitation, except as expressly set forth in Section 2.5, the Trump Parties shall have the right, anywhere in the world (other than with respect to the Restricted Names), (i) to use the Licensed Marks, Related Intellectual Property, the Ivanka Names, the Trump Names and DJT/Ivanka Likenesses/Images in connection with real estate development, ownership, management, branding or similar activities at any facility, property or development, whether or not connected to or associated with Casino and Gaming Activities (but not for actual Casino and Gaming Activities themselves except outside the Restricted Territories as stated in clause (ii) immediately below), (ii) to use the Licensed Marks, Related Intellectual Property, the Ivanka Names, the Trump Names, and/or the DJT/Ivanka Likenesses/Images outside the Restricted Territories for any purpose whatsoever, including, without limitation, in connection with Casino and Gaming Activities (subject to clause (iv) below), (iii) to use terms included in the Licensed Marks and Related Intellectual Property that merely describe a type of product or service (i.e., hotel, marina, entertainment and/or resort), for any purpose, other than the use of the words "entertainment resort" in combination in that specific order, (iv) to use the Ivanka Names, the Related Intellectual Property, the Trump Names and DJT/Ivanka Likenesses/Images (but not the Licensed Marks or "Trump One") for any lottery or similar use, and (v) to use the Trump Names, the Ivanka Names, the Related Intellectual Properties and the DJT/Ivanka Likenesses/Images (but not the Licensed Marks or "Trump One") for online and internet gaming anywhere in the world. Nothing contained in this Agreement shall prevent the Trump Parties from using the Licensed Marks, the Trump Names, the Related Intellectual Property and the DJT/Ivanka Images/Likenesses in connection with and for the benefit of any of the Licensee Entities.

2.3.2. For the avoidance of doubt, notwithstanding anything to the contrary contained herein, other than in the Atlantic City Zone, the Trump Parties shall have the right to build, own, develop, operate, lease, manage, control, license, brand or participate in the building, ownership, development, operation, leasing, management, control, licensing, branding of, or participating in the Non-Casino Component of a Site that also has a Casino Component, so long as, with respect to any such Site located in the Restricted Territories, the Casino Component is associated with a brand name well known to the public for Casino and Gaming Activities and the Trump Parties cause the following measures to be taken to separate and distinguish the Non-Casino Component of such Site from the Casino Component: (1) separate outdoor entrances, that each have a distinct look and feel; (2) separate signage that each have a distinct look and feel, with (x) no reference on the signage of the Casino Component referring to the Non-Casino Component and (y) no reference on the signage of the Non-Casino Component referring to the Casino Component (it being understood that unobtrusive or directional signage such as "hotel" or "casino" shall not be a violation of this clause); (3) the Non-Casino Component employees who wear uniforms and the Casino Component employees who wear uniforms shall each be required to wear different uniforms having a distinct look

and feel from each other (it being understood that this shall not apply with respect to the employees of outside service providers); (4) the Non-Casino Component and the Casino Component shall have separate management and at no time shall twenty-five percent (25%) or more of the staff of the Non-Casino Component be a part of the staff of the Casino Component or twenty-five percent (25%) or more of the staff of the Casino Component be a part of the staff of the Non-Casino Component (it being understood that this shall not apply with respect to employees of outside service providers); (5) advertising and promotion of the Non-Casino Component shall not promote the Casino Component, describe the Casino Component as an Affiliate of the Trump Parties or provide that the Casino Component is managed, owned, branded or operated by the Trump Parties, and the Trump Parties shall not enter into any agreement with the owner, operator or manager of the Casino Component which would allow such promotion by the Casino Component; (6) the Non-Casino Component shall not utilize the mailing list created by the Casino Component and the Trump Parties shall not enter into any agreement with the owner, operator or manager of the Casino Component which would allow the Casino Component to utilize the mailing list created by the Non-Casino Component (it being understood, however, that the customers of the Non-Casino Component and the Casino Component will likely overlap and the mailing lists may be substantially similar); (7) the Casino Component shall not have common senior management with the Non-Casino Component; (8) the name for the Casino Component shall not include any of the Trump Names; and (9) the name for the Non-Casino Component shall be clearly distinguishable from the names of the Licensee Entities and the Casino Properties and any names under which the Casino Component is branded (for example, the Trump Parties would not be permitted to use the Restricted Names to identify the Non-Casino Component, but the Trump Parties would be permitted to use, for example, "Trump Tower", so long as the Casino Component is identified by an entirely different mark, such as "Millennium Casino" without any reference to "Trump", "Taj Mahal" or any of the Licensed Marks and/or Trump Names). Notwithstanding the foregoing, it is understood and agreed that the Non-Casino Component can service customers of the Casino Component without limitation and the Non-Casino Component can enter into contracts and arrangements with the Casino Component to provide services to customers of the Casino Component. For example, but without limitation, the Casino Component, can send a letter to its customers stating that they would welcome them to the "Millennium Casino" and they can get special rates at nearby hotels, including at the nearby Trump hotel; such use and similar uses shall not be a violation of this Agreement. In addition, notwithstanding anything to the contrary contained herein, advertising or promotional materials which contain photographs or renderings of a Site (which photographs and renderings depict both the Casino Component and the Non-Casino Component, including any logos, marks, names or other identifying information of both the Casino Component and the Non-Casino Component), shall not be a violation of this Section 2.3.2. The requirements contained in this Section 2.3.2 shall only apply in the Restricted Territories.

2.3.3. The Licensee Entities hereby agree that any provision contained herein to the contrary notwithstanding, the Trump Parties may use the Trump Names, the Ivanka Names and the DJT/Ivanka Likenesses/Images (but not the Restricted Names or the Domain Names) in connection with Internet websites maintained by any Trump Party or its Affiliates, including (at the Trump Parties' sole discretion), without limitation, providing a link to the Domain Names, provided that, except as otherwise provided below, (i) any such Internet website does not contain a link to the homepage of a physical property in the Restricted Territories where Casino and Gaming Activities are conducted (other than the Casino Properties); (ii) the Trump Parties do not place any material on such websites which directly promotes, or is intended to indirectly promote, any physical property in the Restricted Territories where a material portion of the business at such property is generated by Casino and Gaming Activities being conducted at such property (other than the Casino Properties); and (iii) the Trump Parties do not place any content on their website which disparages or otherwise suggests a negative opinion of the Licensee Entities or any Casino Property. The Licensee Entities acknowledge that Persons other than the Trump Parties may place or post items on the Trump Parties' websites and any such placement or postings shall not be subject to this Section 2.3.3. For purposes of clarification, without limitation, blog posts, hotel reviews by Persons other than the Trump Parties and advertisements (including, without limitation, Google ads and the like) are not subject to this Section 2.3.3. Notwithstanding clauses (i) and (ii) of the first sentence of this Section 2.3.3, the Trump Parties shall be permitted to link to (x) any Non-Casino Component, (y) the homepage of a Person that conducts Casino and Gaming Activities solely outside the Restricted Territories and (z) the homepage of a Person that has multiple businesses and locations, even if within such Person's website, there exist pages or links to physical properties at which Casino and Gaming Activities are conducted within the Restricted Territories (so long as no more than 10% of such Person's total consolidated revenues are derived directly from Casino and Gaming Activities in the Restricted Territories). For example, the Trump Parties website may not link directly to the homepage of the XYZ Hotel and Casino website if XYZ Hotel and Casino is located within the Restricted Territories; provided, however, the Trump Parties website may link to the ABC Hotels homepage, even if the ABC Hotels' website and main page have links to other properties containing Casino and Gaming Activities (whether such Casino Gaming and Activities of such other properties are within or outside the Restricted Territories), unless more than 10% of the ABC Hotels' total consolidated revenues are derived from Casino and Gaming Activities in the Restricted Territories. For further clarification, if ABC Hotels owns or operates XYZ Hotel and Casino (which is located in the Restricted Territories) the Trump Parties website may link to the ABC Hotels' website, even if ABC Hotels' website includes links and pages for XYZ Hotel and Casino, provided that no more than 10% of the ABC Hotels' total consolidated revenues are derived directly from Casino and Gaming Activities in the Restricted Territories. For purposes of determining the percentage of a Person's total consolidated revenues derived directly from Casino and Gaming Activities in the Restricted Territories, the Trump Parties may conclusively rely (without any inquiry or

investigation) on such Person's filings with the Securities and Exchange Commission or other publicly available information made available by such Person.

2.4. Use of the Licensed Marks, Trump Names and Related Intellectual Property in Connection with Services and Products.

2.4.1. Notwithstanding anything to the contrary contained in this Agreement, the Licensee Entities shall not (and the Licensee Entities shall cause any Permitted Sublicensees not to) use any of the Licensed Marks, Trump Names or the Related Intellectual Property in connection with the sale, provision or other distribution of any services or products unless, in each case, the product bearing and/or the service provided under the applicable Licensed Marks, Trump Names or the Related Intellectual Property and the advertising and promotion thereof are (i) sold and/or provided solely at a Casino Property (or as expressly permitted by Section 2.1.5(i)), (ii) in the case of a product, is combined with the terms "Casino" "Entertainment Resorts" or "Taj Mahal" (to the extent the Licensed Mark does not already contain such terms), except in the case of a product intended to be consumed at the Casino Properties, such as from room service or in restaurants, coffee shops, snack bars and bars (collectively, "Food Outlets"), or a product obtained from an authorized licensee of the Trump Parties, and (iii) in the case of a product using the Trump Names (but not the Licensed Marks), is either (A) a product that is currently being sold or was previously sold, within the twelve (12) months prior to the date hereof, at Food Outlets, as set forth on Schedule B-1 hereto ("Current Product Use"), (B) a product that is similar in concept and quality to a product that is currently being sold, or was previously sold within the twelve (12) months prior to the date hereof, at Food Outlets ("Similar Product Use"), provided that the Licensee Entities provide written notice of such proposed Similar Product Use to the Trump Parties setting forth in reasonable detail such Similar Product Use, or (C) a product obtained from an authorized licensee of the Trump Parties. For the avoidance of doubt, nothing herein shall limit the Licensee Entities' rights to sell or offer products in connection with the Fulfillment Program (subject to the condition that products branded under the Trump Names or the Licensed Marks shall not, unless such branding was authorized in writing by the Trump Parties or such product was obtained from an authorized licensee of the Trump Parties, be offered as part of the Fulfillment Program). For purposes of example only and without limiting the provisions of this Section 2.4, a chocolate dessert served in the restaurant at a Casino Property could be called "Trump Chocolate" but a chocolate bar product sold in any retail portions at a Casino Property and not intended for consumption at the place of sale could not (unless such product was obtained from an authorized licensee of the Trump Parties) be called "Trump Chocolate"; however, such product could be called "Trump Entertainment Resorts Chocolate" or "Trump Marina Casino Chocolate".

2.4.2. Other than in connection with any Current Product Use or Similar Product Use, the Licensee Entities shall not use the Trump Names, Related Intellectual Property or the DJT/Ivanka Likenesses/Images in connection with the sale, provision or other distribution of any products unless, in each case, such use is consented to by Trump

or Ivanka Trump (as applicable) in writing in accordance with the provisions of Section 4.1.3.

2.5. Restricted Territories; Restricted Names.

2.5.1. Each of the Trump Parties agrees that, until the date (the “**Restricted Expiration Date**”) that is the earlier of (x) the termination of this Agreement in accordance with its terms, (y) a sale by the Licensee Entities of all three (3) of the Casino Properties, or (z) a Branding Cessation Date, such Trump Party and any Affiliate of such Trump Party shall be prohibited, except as provided in this Section 2.5.1, from using, licensing, granting rights for the use of or otherwise exploiting the Licensed Marks, the Ivanka Names, the Related Intellectual Property, the Trump Names, and/or the DJT/Ivanka Likenesses/Images for Casino and Gaming Activities taking place in New York, New Jersey, Connecticut, Pennsylvania, Maryland and/or Delaware (the “**Restricted Territories**”), other than for the exclusive benefit of the Licensee Entities as contemplated by this Agreement. Notwithstanding the foregoing, speeches given by any of the Trump Parties at a physical property in the Restricted Territories that has Casino and Gaming Activities (even if such speeches are reasonably likely to be photographed or reported by the press or the media) shall not be a violation of this Section 2.5.1, so long as (A) any such speech is sponsored by a Person other than the owner, operator or manager of such property; (B) such speeches do not promote, and are not for the purpose of promoting, Casino and Gaming Activities in the Restricted Territories or a property that has Casino and Gaming Activities (or any portion of such property) and (C) such speeches take place at a reception hall or similar conference facility but not in any gaming area of such property. For example, each of the Trump Parties may give a speech sponsored by the Learning Annex or the American Cancer Society, even if it takes place in the ballroom of a property in the Restricted Territories that has Casino and Gaming Activities, so long as such speech does not promote, and is not for the purpose of promoting, such property (or any portion of such property) or any Casino and Gaming Activities in the Restricted Territories. However, the Trump Parties may not speak at an event that (i) promotes an international poker tournament, which international poker tournament is taking place in the Restricted Territories or (ii) promotes a property in the Restricted Territories (other than a Casino Property) where Casino and Gaming Activities are conducted. Nothing in this Section 2.5.1 shall be deemed to preclude the Trump Parties from giving speeches or making appearances at the Casino Properties to promote the Casino Properties. In addition to the foregoing, the Trump Parties shall be prohibited from using, licensing, granting rights for the use of or otherwise exploiting the name or trademark “United States Poker Championship” for a poker tournament taking place in the Restricted Territories (other than a poker tournament at a Casino Property). Notwithstanding the foregoing, nothing herein shall prohibit the Trump Parties from promoting in the Restricted Territories any poker tournament, which poker tournament is to take place online or outside the Restricted Territories.

2.5.2. Each Trump Party agrees that, from and after the date hereof (including after termination of this Agreement), such Trump Party and any Affiliate of such Trump Party shall be prohibited from using, licensing, granting rights for the use of or otherwise exploiting the Restricted Names anywhere in the world, other than for the exclusive benefit of the Licensee Entities as contemplated by this Agreement, provided that the Trump Parties shall have the right to use the name "Trump Entertainment Resorts" if it is no longer being used by the Licensee Entities as their corporate names or otherwise.

2.6. Legal Entity Names. It is understood that during the Term and for a period of twelve (12) months following the Term of this Agreement, the Licensee Entities may continue to include the name "Trump" as part of their legal entity names, solely as they are currently used, but may elect in their discretion at any time to modify the legal name of any one or more such entities to remove the name "Trump", without affecting any of their other rights under this Agreement and without causing the occurrence of a Branding Cessation Date.

2.7. Taj Mahal Marks.

2.7.1. Concurrently with the issuance to Trump of shares of common stock representing a 5% equity interest in Company and a common stock purchase warrant in accordance with the Plan of Reorganization, Trump shall assign to the Company (pursuant to documents reasonably satisfactory to each of Trump and the Company), without any recourse, representation or warranty whatsoever, all of Trump's right, title and interest, if any, in and to applications and registrations for the Taj Mahal Marks and, subject to Section 2.7.3, common law rights for the Taj Mahal Marks, in form reasonably acceptable to Trump (but in any event without any recourse, representation or warranty whatsoever) for recordation at the United States Trademark Office (and, at the Company's option, in any foreign jurisdictions) by the Company, which recordation shall be at the Company's sole expense. The Trump Parties acknowledge that the use by the Licensee Entities and Permitted Sublicensees of "Taj Mahal" and/or "Taj" without the name "Trump" shall not be deemed an infringement of the "Trump Taj Mahal" mark. Notwithstanding the foregoing, the Taj Mahal Marks shall not include the word "Trump" on the "Taj Mahal" logo. In connection with the foregoing assignments, the Company and the Licensee Entities, and each of their Affiliates, and each of their respective partners, members, officers, directors, shareholders, principals, employees, attorneys, representatives, agents, parent companies, subsidiaries, Affiliates, administrators, predecessors, successors and assigns, hereby release the Trump Parties and each of their Affiliates and their respective successors and assigns from and against any and all actions, suits, covenants, agreements, promises, claims, damages, judgments, defenses and demands whatsoever, whether known or unknown, which now or in the future could be asserted against the Trump Parties or their Affiliates, whether at law or in equity, under, by virtue of or in connection with or arising from or out of the Taj Mahal Marks and the transactions contemplated by this Section 2.7, including, without limitation in connection with the proposed assignment.

2.7.2. Within thirty (30) days after the earlier of (i) all use of the "Trump Taj Mahal Casino Resort" mark has ceased following the termination of this Agreement pursuant to Sections 4.2, 7.2, 7.3 or 10.4 or (ii) all use of the "Trump Taj Mahal Casino Resort" mark has otherwise ceased and, in either case of (i) or (ii), Trump Holdings on behalf of the Licensee Entities certifying in writing that neither the Licensee Entities nor any Permitted Sublicensee intends to resume use of such mark, Trump shall execute and deliver to Trump Holdings the necessary documents to voluntarily surrender for cancellation each certificate of registration owned by Trump including "Taj Mahal" as part of the trademark, for filing by Trump Holdings in the United States Trademark Office and any corresponding offices in foreign jurisdictions.

2.7.3. Notwithstanding anything to the contrary contained in this Agreement, the rights granted to the Licensee Entities pursuant to this Agreement, including the License granted under Section 2.1 hereof and the assignments contemplated by Section 2.7.1 hereof, are subject in all respects to the rights of Trump Taj Mahal Associates in the mark TAJ MAHAL pursuant to that certain "Assignment of the Taj Mahal Mark" executed by Trump on November 21, 1988 in favor of Trump Taj Mahal Associates LP. This provision shall survive termination and/or expiration of this Agreement.

2.8. Licensee Entities Online Gaming. The Licensee Entities shall have the right to conduct online or internet gaming (the "Licensee Entities Online Gaming Website") solely within the State of New Jersey for customers who reside in the State of New Jersey, but without using, in any manner, the Trump Names, the Licensed Marks (except to the extent expressly provided in this Section 2.8), the DJT/Ivanka Likenesses/Images, or the Related Intellectual Property. The Licensee Entities may use another name for the Licensee Entities Online Gaming Website which is unrelated to the Trump Names, the Licensed Marks, the DJT/Ivanka Likenesses/Images, the Ivanka Names or the Related Intellectual Property (including, to the extent the Licensee Entities have rights therein, the names "Taj" and/or "Taj Mahal" (it being understood that no representation is being made by the Trump Parties with respect to "Taj" or "Taj Mahal"). Notwithstanding the foregoing, the Licensee Entities may reference, and allow on-line customers to participate in, the Fulfillment Program on the Licensee Entities Online Gaming Website (and utilize the "Trump One" name on the Licensee Entities Online Gaming Website solely in connection with the Fulfillment Program); provided however, that such use of "Trump One" shall only be for the purpose of promoting the Fulfillment Program or allowing customers of the Licensee Entities Online Gaming Website to participate in the Fulfillment Program. The Licensee Entities may (i) include one link to the Licensee Entities Online Gaming Website from each of the three websites being maintained by or for the Casino Properties, provided that each such link shall not be larger than the size of the "Book Reservation" link at the top of the website www.trumptaj.com as it existed on March 8, 2010 and (ii) include on the Licensee Entities Online Gaming Website one link to each of the three websites being maintained by or for the Casino Properties. The Licensee Entities Online Gaming Website shall have a distinct look and feel from the websites being maintained by or for the Casino Properties. Nothing in this Section 2.8 shall preclude any website being maintained

by or for any of the Casino Properties that does not utilize the Trump Names, the Licensed Marks, the DJT/Ivanka Likenesses/Images, the Ivanka Names or the Related Intellectual Property from promoting, advertising or linking to the Online Gaming Website in any manner. Nothing set forth in any schedule to this Agreement is intended to supersede the restrictions set forth in this Section 2.8.

3. Representations and Warranties.

3.1. Representations and Warranties of Trump. Trump hereby represents and warrants to the Licensee Entities, as of the date hereof, that (other than with respect to the Taj Mahal Marks, as to which no representation or warranty is being made whatsoever):

3.1.1. Trump is authorized to enter into this Agreement, and his entry into this Agreement is not and would not, with the passage of time, be in material breach or violation of any governmental order or law or the contractual rights of any third party;

3.1.2. Trump owns the Licensed Marks (in the United States and for the goods and services set forth in the registrations set forth on Schedule A) free and clear of all liens and encumbrances and free and clear of licenses to third parties, (other than the licenses granted pursuant to that certain Trademark Sublicense and Consent, by and among Trump, Company and Trump Holdings, dated as of July 24, 2003, in connection with that certain Bankcard Joint Marketing Agreement, by and among Trump Taj Mahal Associates and Bank One, dated as of July 24, 2003, to the extent such agreements remain in effect) that could be reasonably expected to conflict in any material respect with the License granted to the Licensee Entities hereunder;

3.1.3. Trump has the right to grant the License of the Licensed Marks, and, to the extent provided herein, the use of the DJT/Ivanka Likenesses/Images (solely as it pertains to Trump) to the Licensee Entities as granted hereunder;

3.1.4. To Trump's knowledge, there is no claim, suit, action or proceeding pending or threatened against Trump or any Entity owned or controlled by Trump with respect to the validity of any of the Licensed Marks, Trump's ownership of any of the Licensed Marks, the infringement of any of the Licensed Marks by any third party or the infringement of the rights of any third party arising out of the use of any of the Licensed Marks, in each case with respect to Casino and Gaming Activities, which claim, suit, action or proceeding could be reasonably expected to conflict with the Licensee Entities' rights under this Agreement;

3.1.5. The registrations for the Licensed Marks which are identified on Schedule A are valid and enforceable in the United States;

3.1.6. To Trump's knowledge, no third party owns or has asserted any rights in the Licensed Marks and, to Trump's knowledge, the Licensed Marks do not infringe on any rights of, any third party in the United States applicable to the Casino

Properties, in each case, that could be reasonably expected to conflict with the Licensee Entities' rights under this Agreement; and

3.1.7. To Trump's knowledge, all renewal and other maintenance fees for registrations of any of the Licensed Marks or applications which have fallen due on or prior to the Effective Date have been paid.

3.2. Representations and Warranties of Ivanka Trump. Ivanka Trump hereby represents and warrants to the Licensee Entities, as of the date hereof, that (other than with respect to the Taj Mahal Marks as to which no representation or warranty is being made whatsoever):

3.2.1. Ivanka Trump is authorized to enter into this Agreement, and Ivanka Trump's entry into this Agreement is not and would not, with the passage of time, be in material breach or violation of any governmental order or law or the contractual rights of any third party; and

3.2.2. Ivanka Trump has the right to grant the License of the DJT/Ivanka Likenesses/Images (solely as it pertains to Ivanka Trump) to the Licensee Entities as granted hereunder.

3.3. Representations and Warranties of the Licensee Entities. The Licensee Entities each represent and warrant to the Trump Parties, as of the date hereof, that each of them is a corporation, limited partnership or limited liability company, as applicable, duly formed and validly existing under the laws of the state of its formation, that it is authorized to enter into this Agreement, and that its entry into this Agreement is not and would not, with the passage of time, be in breach or violation of any governmental order or law or the rights of any third party (by contract or otherwise).

4. Quality Control; Misuse; Cure Provision.

4.1. Review. In order to maintain the validity of the Licensed Marks, the Trump Names, the Related Intellectual Property, the DJT/Ivanka Likenesses/Images and to protect the goodwill and integrity associated with the Licensed Marks, the Trump Names, the Related Intellectual Property and the DJT/Ivanka Likenesses/Images, each of the Trump Parties shall have the right to exercise quality control over the use of the Licensed Marks, the Trump Names, the Related Intellectual Property and the DJT/Ivanka Likenesses/Images in accordance with the following:

4.1.1. The Licensee Entities shall not be required to obtain approval from a Trump Party for uses of the Licensed Marks, the Trump Names, the Related Intellectual Property or the DJT/Ivanka Likenesses/Images by the Licensee Entities and Permitted Sublicensees, provided that such proposed use is a Current Use or a Similar Use. For purposes of example only, if the Current Uses include the use of the Licensed Marks on sheets, the Similar Uses would be deemed to include the use of the Licensed

Marks on pillow cases as well, so long as the level of quality is consistent. Trump Holdings shall submit samples of any proposed uses that it considers Similar Uses to the Trump Parties and the Trump Parties shall have ten (10) days following receipt of the samples to object to such use as not complying with the provisions of this Section 4.1.1. If no such written objection is received within such ten (10) day period, any objection to any specific proposed Similar Use that was sent to the Trump Parties shall be deemed waived by the Trump Parties. Nothing contained in this Section 4.1.1 is intended to modify Section 2.4 and this section is subject the terms of Section 2.4.

4.1.2. Trump Holdings shall be required to submit for Trump's or Ivanka Trump's (as applicable) prior written approval samples of proposed uses of the Licensed Marks and the DJT/Ivanka Likenesses/Images by the Licensee Entities and Permitted Sublicensees which are not Current Uses or Similar Uses.

4.1.3. Uses of the Licensed Marks, the Trump Names, the Related Intellectual Property and the DJT/Ivanka Likenesses/Images by the Licensee Entities and Permitted Licensees that are not Current Uses or Similar Uses shall be at the highest level and in any event at a level consistent with or exceeding the standards of quality associated with the Trump Names, the Related Intellectual Property, the Ivanka Names and the DJT/Ivanka Likenesses/Images as reasonably determined by the applicable Trump Party as of the Effective Date. Trump Holdings shall submit for such Trump Party's prior approval representative samples of proposed uses (other than Current Uses or Similar Uses) of the Licensed Marks, the Trump Names, the Related Intellectual Property and the DJT/Ivanka Likenesses/Images. Such Trump Party may reject any sample of a proposed use (other than Current Uses or Similar Uses) if such Trump Party reasonably believes the use thereof by the Licensee Entities and/or Permitted Sublicensees will harm the validity, goodwill, integrity and/or prestige of the Trump Names, the Related Intellectual Property, the Ivanka Names and the DJT/Ivanka Likenesses/Images. Such Trump Party shall advise Trump Holdings in writing of the approval or rejection of each such sample, stating with reasonable specificity any objections thereto, and the Licensee Entities shall refrain, and shall cause Permitted Sublicensees to refrain, from any rejected use until such Trump Party's objections have been satisfied. If such Trump Party does not send such notice within five (5) business days following receipt of such sample, Trump Holdings shall re-send such sample to such Trump Party upon the expiration of such five (5) business day period, and the packaging for such sample shall bear a legend in bold letters indicating that the packaging contains a second sample and that failure to respond within three (3) business days shall result in the sample being deemed approved. If such Trump Party shall fail to respond within three (3) business days following its receipt of such second sample, the sample shall be deemed approved by such Trump Party. If a Trump Party rejects a sample, such Trump Party shall state in writing with reasonable specificity such Trump Party's objections thereto, following which Trump Holdings may modify such sample to address such Trump Party's written objections and, if addressed to such Trump Party's reasonable satisfaction, such Trump Party shall approve the sample.

4.1.4. The parties acknowledge that due to the nature of Holdings' Casino Activities, any inspection of such services and products and of the Casino Properties premises, such as is necessary for the Trump Parties to monitor the Licensee Entities and Permitted Sublicensees' compliance with the quality standards, may in certain circumstances be conducted in publicly accessible facilities and that the Trump Parties and/or their representatives shall be free to inspect such publicly accessible facilities or publicly available products and materials; provided, however, that the Trump Parties and/or their representatives shall do so in a discreet manner without materially disrupting or interfering with the normal operations of such facilities.

4.1.5. Other than as set forth above in this Section 4 or in Section 2.1.1, which provisions contain specific requirements to be complied with by the Licensee Entities, the Licensee Entities agree that (i) all uses, including display, advertising and/or promotional activities, relating to and/or incorporating the Licensed Marks, the Trump Names, the Related Intellectual Property and/or the DJT/Ivanka Likenesses/Images by the Licensee Entities and Permitted Sublicensees shall in all respects, including as to theme, media, content, standards and policies, be conducted in a dignified manner consistent with or exceeding the high reputation and importance of the Licensed Marks, the Trump Names, the Related Intellectual Property and the DJT/Ivanka Likenesses/Images as of the Effective Date, and (ii) for so long as the Licensee Entities utilize any of the Licensed Marks, the Trump Names, the Related Intellectual Property and/or the DJT/Ivanka Likenesses/Images at any Casino Property, the Licensee Entities shall ensure that the physical quality of such Casino Property shall be equal to or greater than the quality of such Casino Property as of the date hereof.

4.1.6. Promptly following the Effective Date, at the Trump Parties' request, the Parties shall cooperate to arrange for a reputable third party firm reasonably acceptable to both the Licensee Entities and the Trump Parties and experienced in conducting quality assurance reviews with respect to gaming companies similar to the Company (a "**Quality Assurance Consultant**") to conduct a review and evaluation of the quality of each of the Casino Properties in accordance with such firm's customary procedures. Through such review and evaluation, benchmark quality ratings for the respective Casino Properties ("**Benchmarks**") shall be established by such Quality Assurance Consultant and reported in writing to each of the Parties. Additionally, with respect to the Trump Taj, at the Trump Parties' request, the Parties shall cooperate to arrange for a Quality Assurance Consultant to conduct a review and evaluation of the quality of the Trump Taj to establish a new benchmark quality rating for the Trump Taj after August 1, 2012 (the "**Second Taj Benchmark**"). The Trump Parties and the Licensee Entities shall each pay half of the cost of engaging a Quality Assurance Consultant to establish the Benchmarks and the Second Taj Benchmark. From time to time following establishment of the Benchmarks or, in the case of the Trump Taj, the Second Taj Benchmark (but with respect to any Casino Property, no more frequently than once during each twelve (12) month period), the Trump Parties shall have the right to require that the Licensee Entities permit the applicable Quality Assurance Consultant to

perform a similar review and evaluation of one or more of the Casino Properties (a "Subsequent Quality Assurance Review"); provided, however, that any such Subsequent Quality Assurance Review shall be at the sole cost and expense of the Trump Parties, unless such Subsequent Quality Assurance Review results in a Failed Review Report (as defined below), in which event (x) the costs and expenses of such Subsequent Quality Assurance Review (and any follow-up quality assurance review conducted by the Quality Assurance Consultant within twelve (12) months thereafter to determine whether the conditions that resulted in such Failed Review Report have been cured or remedied) shall be borne by the Licensee Entities and (y) such follow-up quality assurance review shall be permitted under this Section 4.1.6, notwithstanding that it takes place within twelve (12) months of such Subsequent Quality Assurance Review. In the event that any Subsequent Quality Assurance Review finds in writing that the quality rating for any of the Casino Properties is (i) in the case of Trump Marina or Trump Plaza, less than ninety-five percent (95%) of the applicable Benchmark for such Casino Property or (ii) in the case of Trump Taj, less than ninety percent (90%) of the applicable Benchmark for such Casino Property, with respect to a Subsequent Quality Assurance Review conducted on or before August 1, 2012, or less than ninety-five percent (95%) of the Second Taj Benchmark, with respect to a Subsequent Quality Assurance Review conducted after August 1, 2012 (a "Failed Review Report"), the Licensee Entities shall be deemed to have engaged in a Non-Conforming Activity and the provisions of Sections 4.2.1 and 4.2.2 shall apply. If the Licensee Entities proceed to carry out the recommendations set forth in any such Failed Review Report with respect to the conditions that resulted in such Failed Review Report, or to take other actions to correct or remedy the conditions that resulted in such Failed Review Report, within the recommended time period set forth in such Failed Review Report (or within 90 days, if no such time period is specified in such Failed Review Report), such Non-Conforming Activity shall be deemed cured within the Cure Period for purposes of this Section 4.1.6 and Section 4.2.2. If the Licensee Entities fail to carry out the recommendations set forth in any such Failed Review Report with respect to the conditions that resulted in such Failed Review Report, or fail to take other actions to correct or remedy the conditions that resulted in such Failed Review Report, within the recommended time period set forth in such Failed Review Report (or within 90 days, if no such time period is specified in such Failed Review Report), such Non-Conforming Activity shall be deemed not to have been cured within the Cure Period for purposes of this Section 4.1.6 and Section 4.2.2 (it being understood that the Licensee Entities shall not be entitled to any additional cure period under Section 4.2.2 under these circumstances).

4.2. Misuse; Cure Provision; Termination

4.2.1. In the event that any Trump Party, upon review of samples submitted by Trump Holdings or inspection of the Casino Properties or otherwise, in its reasonable business judgment, believes that the Licensee Entities or the Permitted Sublicensees, in their conduct of activities under the Licensed Marks, the Trump Names, the Related Intellectual Property and/or the DJT/Ivanka Likenesses/Images have failed to

meet the terms of this Agreement, or that any use by the Licensee Entities or Permitted Sublicensees are not considered Current Uses, Similar Uses, Existing Product Uses and/or other uses permitted pursuant to this Agreement, or have otherwise violated any of the other provisions of this Agreement (other than with respect to Non-Permitted Use, which shall be governed by Section 4.2.3), such Trump Party shall provide the applicable Licensee Entity and/or Licensee Entities with written notice thereof. Such notice shall specify in reasonable detail the activities that fail to comply with the terms of this Agreement (the "Nonconforming Activities") and the manner in which such Nonconforming Activities fail to meet the terms of this Agreement. The Licensee Entity and/or Licensee Entities shall or shall cause the other Licensee Entities or shall cause the Permitted Sublicensees to correct or cure such non-compliance within ten (10) business days from the date of such Trump Party's notice thereof; provided, however, that if such non-compliance cannot reasonably be cured within such ten (10) business day period, so long as the Licensee Entities shall be diligently proceeding to cure (or to cause Permitted Sublicensees to cure) the non-compliance, the Licensee Entities shall have a reasonable period of time to cure such non-compliance, not to exceed sixty (60) days in the aggregate (inclusive of the initial ten (10) business day period) (the "Cure Period").

4.2.2. If the Licensee Entities shall have failed to correct (or to have caused Permitted Sublicensees to correct) or cure any Nonconforming Activities within the Cure Period (or within the applicable period referred to in Section 4.1.6), the Trump Parties' sole and exclusive remedy (except as provided in Section 4.2.3) shall be to maintain an action in the district court for the District of New Jersey or state court located in New Jersey for declaratory judgment and/or injunctive relief seeking to compel the Licensee Entities to comply (or to cause Permitted Sublicensees to comply) with the terms of this Agreement. Subject to Section 4.2.3, the Trump Parties shall not have the right to terminate this Agreement for any one or more Non-Conforming Activities, unless a court determines that the Licensee Entities have failed to comply with a court order or injunction obtained by the Trump Parties in a proceeding brought by the Trump Parties pursuant to this Section 4.2.2. Trump Holdings shall pay all costs and expenses incurred by the Trump Parties in maintaining an action pursuant to this Section 4.2.2 in the event (i) the Licensee Entities fail to cure any Nonconforming Activities in accordance with Section 4.1.6 following receipt of a Failed Review Report, or (ii) the court determines that the Licensee Entities and/or the Permitted Sublicensees engaged in Nonconforming Activities and failed to correct such Nonconforming Activities within the Cure Period. The Trump Parties shall pay all costs and expenses incurred by the Licensee Entities or Permitted Sublicensees in the event a court determines that neither the Licensee Entities or Permitted Sublicensees engaged in Nonconforming Activities.

4.2.3. Notwithstanding the foregoing, without limiting any of the Trump Parties' other rights and remedies under this Agreement, if any of the Licensee Entities and/or Permitted Sublicensees at any time (a) uses the Licensed Marks, the Trump Names, DJT/Ivanka Likenesses/Images or the Related Intellectual Property for any properties other than the Casino Properties or for a Casino Property that does not

currently use such Licensed Mark, Trump Names, Related Intellectual Property or DJT/Ivanka Likenesses/Images as applicable; (b) uses the Licensed Marks, the Trump Names, the Related Intellectual Property or DJT/Ivanka Likenesses/Images for any form of Other Uses (except as expressly permitted by the Trump Parties); (c) breaches Section 9.2 herein; (d) uses the Ivanka Names; (e) uses the Licensed Marks, Trump Names or Related Intellectual Property or DJT/Ivanka Likenesses/Images in violation of Section 2.1.5 or Section 2.1.6; (f) fails to procure and maintain the insurance required by Section 5.1.1; or (g) fails to indemnify the Trump Parties for a third party claim in accordance with Section 6.4.1(ii) (any such act or use, a "Non-Permitted Use"), then the Trump Parties may provide the Licensee Entities with written notice thereof, specifying such Non-Permitted Use in reasonable detail. The Licensee Entities shall correct or cure such Non-Permitted Use within ten (10) business days from the date of such Trump Party's notice thereof; provided, however, that if such Non-Permitted Use cannot reasonably be cured within such ten (10) business day period, so long as the Licensee Entities shall be diligently proceeding to cure such Non-Permitted Use, the Licensee Entities shall have a reasonable period of time to cure such Non-Permitted Use, not to exceed thirty (30) days in the aggregate, including such initial ten (10) business day period. If after thirty (30) days from the date of notice by any Trump Party to the Licensee Entities of a Non-Permitted Use, the Licensee Entities shall have failed to correct or cure (or to have caused Permitted Sublicensees to correct or cure) such Non-Permitted Use, the Trump Parties shall have the right to terminate this Agreement and Trump Holdings shall pay all actual out of pocket costs and expenses, supported by invoices, incurred by such Trump Party as a result of such Non-Permitted Use.

4.2.4. If any of the Trump Parties breaches any provision of this Agreement, then Trump Holdings shall provide the Trump Parties with written notice thereof, specifying such breach in reasonable detail. The Trump Parties shall correct or cure such breach within ten (10) business days from the date of notice thereof; provided, however, that if such breach cannot reasonably be cured within such ten (10) business day period, so long as the Trump Parties shall be diligently proceeding to cure such breach, the Trump Parties shall have a reasonable period of time to cure such breach, not to exceed sixty (60) days in the aggregate, including such initial ten (10) business day period.

4.2.5. Nothing contained in this Section 4.2 shall limit the rights of the Licensee Entities under Section 10.13.2 or limit the rights of the Trump Parties under Section 10.13.1.

5. Duties and Covenants of Parties.

5.1. Duties and Covenants of the Licensee Entities. The Licensee Entities shall assume and fulfill the following obligations:

5.1.1. Trump Holdings shall, at its own cost and expense, to the extent available to Trump Holdings at commercially reasonable rates, procure and maintain, through the last day of the Term of this Agreement (and thereafter as set forth in clause VI below), with respect to any and all of the Licensed Marks, the Trump Names, the Related Intellectual Property and the DJT/Ivanka Images/Likenesses and the Licensee Entities and Permitted Sublicensees' use thereof, and provide Trump, on an annual basis, with certificates of insurance delivered to The Trump Organization, 725 Fifth Avenue, 26th Floor, New York, New York 10022, Attn: Allen Weisselberg, with a copy to Ivanka Trump at the same address, evidencing as a minimum the following coverage:

I. Comprehensive General Liability Insurance, written on an occurrence basis, with limits of \$1 million per occurrence and \$2 million general aggregate, excluding umbrella coverage, for claims against bodily injury and property damage including loss or damage by terrorist acts. Such coverage shall include products liability and completed operations, broad form contractual (written and oral), personal injury, liquor liability, host liquor liability, garage keepers liability, and advertising liability, and extending the definition of bodily injury to include humiliation and harassment.

II. Worker's Compensation Insurance subject to the statutory limits and employer's liability insurance with a limit of at least \$500,000 per accident and per disease per employee.

III. Professional Liability Insurance with limits of \$10 million for each occurrence and \$10 million general aggregate.

IV. Network & Privacy Insurance (also known as Internet Security Insurance), provided that the Licensee Entities shall not be required to pay premiums for such insurance in an amount greater than \$15,000 in any twelve (12) month period (or, in the event the Licensee Entities launch a Licensee Entities Online Gaming Website, an amount greater than \$30,000 in any twelve (12) month period), provided that such amounts shall be revised to reflect inflation.

V. Umbrella Liability Insurance in addition to primary coverage in an amount not less than \$50 million per occurrence and \$50 million aggregate on terms consistent with the Comprehensive General Liability Insurance required hereof under subsection (I) above.

VI. For a period of 18 months after the end of the Term of this Agreement, tail insurance with respect to the insurance policies described in clauses I through V above (to the extent such policies would not cover claims made during such 18-month period).

VII. All policies of insurance procured by Trump Holdings shall be issued by insurance carriers with a financial strength and claims paying ability rating of at least "A- : X" from A.M. Best Company.

VIII. All policies procured by Trump Holdings shall name each of the Additional Insureds (as defined below) as additional insureds and shall be entitled to recover for any loss or damage occasioned to it, its agents, employees and contractors by reason of negligence. The term "Additional Insureds" shall mean Donald J. Trump and any designees of Donald J. Trump, Ivanka Trump, The Trump Organization and each of their respective officers, agents, directors, employees, servants, partners, members, affiliates, successors and assigns. Additionally, all policies shall contain a waiver of subrogation against Trump and the Additional Insureds.

IX. All policies of insurance must remain in force and may not be cancelled for non-payment of premium or allowed to lapse except after thirty days' prior notice from the insurance company to Trump Holdings and consequently replaced without any lapses in coverage, with the required minimum insurance coverage as required hereof in this Section of this Agreement. Trump Holdings shall be solely responsible for the payment of all premiums and no Trump Party shall have any obligations for the payment thereof notwithstanding that such Trump Party is named as an additional insured.

5.1.2. The Licensee Entities shall not (and shall cause Permitted Sublicensees not to) violate any applicable laws, regulations, orders, and other governmental and regulatory requirements relating to the advertising, promotion, and operation of the Licensee Entities or any Casino Property.

5.1.3. The Licensee Entities agree, upon the reasonable written request of a Trump Party and at such Trump Party's sole cost and expense, to execute (and to cause Permitted Sublicensees to execute) additional documents or instruments deemed necessary or appropriate, in the reasonable judgment of such Trump Party, to confirm the License granted herein or record this Agreement.

5.1.4. The Licensee Entities shall not (and shall cause their Affiliates, and Permitted Sublicensees not to), (i) challenge any Trump Party's present and/or future use of the Licensed Marks, the Trump Names, the Related Intellectual Property, the Ivanka Names and the DJT/Ivanka Likenesses/Images to the extent such use does not violate Section 2.5.1 or 2.5.2; (ii) contest the fact that the rights of the Licensee Entities under this Agreement for use of the Licensed Marks, the Trump Names, the Related Intellectual Property and the DJT/Ivanka Likenesses/Images are solely those of a licensee and will terminate as provided herein; (iii) represent in any manner that the Licensee Entities have any title or right to the ownership, registration, and/or use of the Licensed Marks, the Trump Names, the Related Intellectual Property or the DJT/Ivanka

Likenesses/Images, in any manner, except as set forth in this Agreement; (iv) challenge the License granted hereunder or the legality of the terms hereof; (v) challenge any Trump Party's ownership of the Licensed Marks, the Trump Names, the Related Intellectual Property, the DJT/Ivanka Likenesses/Images or the Ivanka Names; or (vi) engage in any activity which could reasonably be expected to harm the reputation of the Licensed Marks, the DJT/Ivanka Likenesses/Images, the Trump Names, the Related Intellectual Property and/or the Ivanka Names.

5.1.5. The Licensee Entities acknowledge and agree that nothing contained in this Agreement and/or anything contemplated hereunder shall be construed to confer upon the Licensee Entities any right to have the Licensed Marks or the Trump Names registered in the name of any Licensee Entity, subject to Section 2.6. The Licensee Entities further acknowledge and agree that nothing contained herein shall be construed to vest in the Licensee Entities any right of ownership in or to the Licensed Marks or the Trump Names and the Licensee Entities shall not, directly or indirectly, register or cause to be registered in any country or governmental subdivision, any trademark, service mark or trade name consisting of, related to, and/or constituting a colorable imitation of the Licensed Marks or the Trump Names, provided however, that the name "Taj Mahal" or "Taj" shall not be deemed to be consisting of, related to and/or a colorable imitation of any Licensed Marks for purposes of this Section 5.1.5. The Licensee Entities shall not register any domain names as an Internet domain name (or similar or successor address) that contain the Trump Names or the Licensed Marks (other than the Domain Names and the Restricted Names). Upon termination or expiration of this Agreement, the Licensee Entities hereby agree to allow any such registration for the Domain Names (other than the Restricted Names) to lapse or, at the request of the applicable Trump Party, to cancel or assign to such Trump Party any such registration (other than the Restricted Names and the Taj Mahal Mark) without payment. For purposes of clarification, nothing in this Section 5.1.5 or elsewhere in this Agreement shall prohibit any of the Licensee Entities from acquiring (in accordance with Section 2.7.1) any rights in the Taj Mahal Marks or any trademark or domain name that contains any of the Taj Mahal Marks.

5.1.6. The Licensee Entities agree and undertake to (and to cause the Permitted Sublicensees to) use the Licensed Marks, the Trump Names, the Related Intellectual Property and the DJT/Ivanka Likenesses/Images only in accordance with all requirements of all governmental authorities, having jurisdiction over the Licensee Entities, and/or Permitted Sublicensees or the use by the Licensee Entities and/or Permitted Sublicensees of the Licensed Marks and the DJT/Ivanka Likenesses/Images.

5.1.7. The Licensee Entities agree that, in using the Licensed Marks, if a Trump Party shall request, the Licensee Entities will (and will cause the Permitted Sublicensees to) add the designation @, "SM", or "TM", or other registration or trademark or service mark notice, and to the extent practical (if Trump shall reasonably request in conformance with industry practice), a statement that the Licensed Marks are

trademarks or service marks of Trump licensed by Trump for use by the Licensee Entities.

5.1.8. So long as any Casino Property (including any Taj Expansion, Marina Expansion and/or Plaza Expansion, as applicable) continues to utilize the Trump Names, the Licensed Marks, the DJT/Ivanka Likeness/Images pursuant to this Agreement, (i) such Casino Property shall at all times continue to be a Qualifying Casino Property and (ii) such Casino Property shall be used solely for Holdings' Casino Activities.

5.2. Duties and Covenants of the Trump Parties.

5.2.1. Each of the Trump Parties agrees that it: (i) shall not challenge the License granted hereunder or the legality of the terms hereof and (ii) shall not violate in any material respect any applicable laws, regulations, orders, and other governmental and regulatory requirements relating to the advertising, promotion, and operation of the Licensee Entities.

5.2.2. Each of the Trump Parties agrees, upon the reasonable written request of any of the Licensee Entities and at such Licensee Entity's sole cost and expense, to execute additional documents or instruments deemed necessary or appropriate, in the reasonable judgment of the Licensee Entities, to confirm the License contemplated herein or record this Agreement.

5.2.3. Trump hereby agrees, upon the reasonable, written request of the Licensee Entities and at such Licensee Entity's sole cost and expense, to promptly execute all documents or instruments deemed reasonably necessary by the Licensee Entities to permit the Licensee Entities to (i) secure registrations (and all renewals thereof) of the Licensed Marks in Trump's name in New Jersey to the extent available and (ii) file applications for registration of the Licensed Marks in Trump's name in New Jersey to the extent available, and the Licensee Entities shall have the right to secure and maintain such applications or registrations or file such applications in Trump's name at the Licensee Entities' expense; provided that the Licensee Entities, in the prosecution of such applications or registrations, shall not agree to any disclaimer of the Trump Names, the Related Intellectual Property or other limitation with respect to the Licensed Marks nor shall the Licensee Entities enter into any agreement regarding the Licensed Marks without Trump's prior written consent, which consent shall not be unreasonably withheld or delayed. The Licensee Entities shall, at the Licensee Entities sole cost and expense, provide copies of all such filings and related documents to Trump. Nothing contained herein shall permit, and the Licensee Entities shall not have any right to, secure registrations or file applications in any jurisdiction, in a Trump Party's name. The Licensee Entities shall have no obligation to file or secure registrations of the Licensed Marks pursuant to this Section 5.2.3.

5.2.4. Each of the Trump Parties agrees not to interfere in any material respect with the use by the Licensee Entities and Permitted Sublicensees of the Trump Names, Related Intellectual Property, Licensed Marks and/or the DJT/Ivanka Likenesses/Images in accordance with the terms of this Agreement.

5.2.5. On the Effective Date, each of the Trump Parties shall execute and deliver to Beal Bank a Consent and Agreement (the "Trump Consent") whereby the Trump Parties shall consent to the pledge by the Licensee Entities to Beal Bank, in its capacity as collateral agent ("Collateral Agent") for the First Lien Lenders under the New Term Loan (each as defined in the Plan of Reorganization), of the Licensee Entities' rights under this Agreement, which shall (i) provide that, in the event of a default by the Licensee Entities in the performance of any of their obligations under this Agreement, or upon the occurrence or non-occurrence of any event or condition under this Agreement which would permit the Trump Parties to terminate this Agreement, the Trump Parties shall not terminate this Agreement until the Trump Parties first give written notice thereof to the Collateral Agent and permit the Collateral Agent the same period of time (after the giving and receipt of such notice) afforded to the Licensee Entities under this Agreement to cure such default; (ii) state that the Trump Parties must deliver to the Collateral Agent, concurrently with the delivery thereof to the Licensee Entities, a copy of each notice of termination or of an intent to terminate this Agreement; (iii) state that, upon the enforcement and transfer of the rights of the Licensee Entities under this Agreement to the Collateral Agent, the Trump Parties will recognize the Collateral Agent as the licensee under this Agreement in the place and stead of the Licensee Entities; and (iv) contain such other terms as are reasonably acceptable to both Parties.

5.3. Termination of Certain Agreements.

5.3.1. Each of the Parties (for itself and its Affiliates) hereby terminates the Terminated Agreements in all respects (to the extent not previously terminated), effective immediately; provided, however, that, concurrently with the execution of this Agreement, the Parties shall enter into an Amended and Restated Services Agreement. Without limiting, and in furtherance of, the foregoing, each of the Parties (for itself and its Affiliates) hereby irrevocably and unconditionally forever releases and discharges in all respects each other Party and its Affiliates from any and all rights and obligations under, pursuant to or in connection with any of the Terminated Agreements (other than the rights and obligations under the Amended and Restated Services Agreement to be entered into as of the date hereof).

5.3.2. This Agreement shall be deemed to amend, restate and supersede, the Prior License Agreement.

6. Protection of Licensed Marks.

6.1. Notification of Unauthorized Use of Licensed Marks. In the event that any of the Licensee Entities shall become aware of any unauthorized use or infringement of any

of the Licensed Marks, the Trump Names, Related Intellectual Property or the DJT/Ivanka Likenesses/Images by any third party or any act of unfair competition by any third party relating to any of the Licensed Marks, the Trump Names, the Related Intellectual Property or the DJT/Ivanka Likenesses/Images, in each case in connection with Holdings' Casino Activities, Trump Holdings shall promptly notify the Trump Parties of such unauthorized use, act of unfair competition or infringement. In the event a Trump Party shall become aware of any unauthorized use or infringement of any of the Licensed Marks, the Trump Names, Related Intellectual Property or the DJT/Ivanka Likenesses/Images in connection with Casino and Gaming Activities in the Restricted Territories by any third party, or any act of unfair competition by any third party relating to any of the Licensed Marks or the DJT/Ivanka Likenesses/Images in connection with Casino and Gaming Activities, such Trump Party shall promptly notify Trump Holdings of such unauthorized use, act of unfair competition or infringement.

6.2. Suits Related to Licensed Marks.

6.2.1. Any of the Licensee Entities, at its sole cost and expense, may institute and prosecute infringement actions or similar proceedings with respect to the unauthorized use or infringement of any of the Licensed Marks or the DJT/Ivanka Likenesses/Images by any third party or any act of unfair competition by any third party relating to any of the Licensed Marks or the DJT/Ivanka Likenesses/Images, in each case to the extent the third-party products or services (i) directly relate to Casino and Gaming Activities in the Restricted Territories as they pertain to and are conducted at the Casino Properties and (ii) are likely to result in brand confusion with respect to the Licensed Marks or the DJT/Ivanka Likenesses/Images within the Restricted Territories. In such event, the applicable Trump Party shall reasonably cooperate with Trump Holdings, at Trump Holdings' sole cost and expense, in the prosecution of such actions and shall, if requested by Trump Holdings, and at Trump Holdings' sole cost and expense, join with Trump Holdings as a party to any action brought by Trump Holdings for such purpose. Any recovery as a result of the prosecution of such actions shall belong solely to Trump Holdings (solely to the extent such recovery relates to third-party products and services as described in clauses (i) and (ii) above), except that the applicable Trump Party shall have the right to recover from such third party any losses and damages suffered by such Trump Party as a direct consequence of such infringement or other action. Should Trump Holdings fail to take action within ninety (90) days of receiving notice thereof (or otherwise notifies the applicable Trump Party of its intent not to take action), such Trump Party may, at its expense, bring such action or proceeding and shall be entitled to any recovery therefrom.

6.2.2. In the event of the institution of any infringement action by a third party against the Licensee Entities or any Permitted Sublicensees for use of any of the Licensed Marks, the Trump Names, Related Intellectual Property or the DJT/Ivanka Likenesses/Images in accordance with the provisions of this Agreement, Trump Holdings shall promptly notify the applicable Trump Party of such action in writing. Such Trump

Party shall reasonably cooperate in such defense as reasonably requested by Trump Holdings, at Trump Holdings' expense. Any settlement of such suit shall be subject to such Trump Party's approval, such approval not unreasonably to be withheld; provided, however, that the Trump Parties may, without limitation, take into account, in good faith whether such settlement will harm the validity, goodwill and/or integrity of, or dilute the Licensed Marks, the Trump Names, the Related Intellectual Property, the Ivanka Names and/or the DJT/Ivanka Likenesses/Images or any Trump Party's rights therein, or impose any obligations on the Trump Parties.

6.3. Trump's Duty to Indemnify the Licensee Entities. Trump hereby agrees to indemnify each of the Licensee Entities and their Affiliates and their respective officers, agents and employees for, and to hold each of them harmless from and against, any causes of action, damages, liability, cost, claim, fee, obligation or expense, including reasonable attorneys' fees and expenses incurred in defense of any of the foregoing (collectively, "Losses"), arising out of or in connection with any claim that the use during the Term by the Licensee Entities or Permitted Sublicensees of the Licensed Marks and/or the DJT/Ivanka Likenesses/Images, in accordance with the terms of this Agreement, for Casino and Gaming Activities for the Casino Properties infringes the intellectual property rights of any third party, provided, however, that the obligation to indemnify and hold harmless hereunder shall not include any Losses suffered by the Licensee Entities or their Affiliates arising out of (x) the negligence, bad faith or willful misconduct of the Licensee Entities, their Affiliates or Permitted Sublicensees or (y) any breach or misrepresentation by the Licensee Entities under this Agreement. Trump further agrees to indemnify, defend, and hold the Licensee Entities, their Affiliates and their respective officers, directors and employees harmless from and against any Losses arising out of any Trump Party's breach of Sections 2.5.1, 2.5.2 or 2.7.2 or any breach of Sections 3.1 or 3.2 of this Agreement.

6.4. Licensee Entities' Duty to Indemnify the Trump Parties.

6.4.1. Each of the Licensee Entities hereby agrees to jointly and severally indemnify the Trump Parties, their Affiliates and their respective officers, agents, employees, successors and assigns for, and to hold each of them harmless from and against, any Losses arising out of or in connection with: (i) any Nonconforming Activities and/or any Non-Permitted Use by the Licensee Entities or Permitted Sublicensees, (ii) any third party claims (other than any third party claim for which Trump has agreed to indemnify the Licensee Entities under Section 6.3) resulting from any activities (x) relating directly or indirectly to use of the Licensed Marks, the Trump Names, Related Intellectual Property, the Restricted Names, the Taj Mahal Marks and/or the DJT/Ivanka Likenesses/Images by the Licensee Entities or Permitted Sublicensees or (y) conducted at the Casino Properties, (iii) a claim by any Person that the use of the Taj Mahal Marks by the Licensee Entities or Permitted Sublicensees infringes the intellectual property rights of such Person, and (iv) any breach by the Licensee Entities or Permitted Sublicensees of any of the terms of this Agreement; provided, however, that the obligation to indemnify and hold harmless hereunder shall not include any Losses suffered by any Trump Party arising out of (A) the negligence, bad faith or willful misconduct of any

Trump Party or (B) any breach or misrepresentation by such Trump Party under this Agreement.

7. Term; Termination

7.1. Term. The term (the "Term") of this Agreement shall commence on the date hereof and continue until terminated pursuant to Section 4.2, 7.2, 7.3 or 10.4 hereof.

7.2. Termination. Trump Holdings may terminate this Agreement at any time by giving the Trump Parties thirty (30) days prior written notice thereof; provided that Trump Holdings shall not make (and shall cause its Affiliates and all Persons within its control not to make) any public announcement, including, without limitation, issue any press release, conduct any interviews or discussions with the media (collectively, "Public Announcements") regarding any such termination of this Agreement by Trump Holdings until such time as such Public Announcements are approved in writing by the Trump Parties (which approval may not be unreasonably withheld or delayed). The Trump Parties may terminate this Agreement only as provided in Section 4.2 hereof.

7.3. Termination Upon Sale. Subject to (a) the rights of any third party that acquires a Casino Property to use the applicable Licensed Mark during the applicable Six Month Period as provided in Section 9.2.2 and (b) Section 8 hereof, at such time as none of the Licensee Entities owns any of the Casino Properties, this Agreement shall automatically terminate and be of no further force or effect.

7.4. Rights Following Termination. Upon the termination of this Agreement in accordance herewith, except to the extent permitted with respect to any applicable Six Month Period and as otherwise set forth in this Section 7.4, neither the Licensee Entities, nor their Permitted Sublicensees, successors or assigns shall have any right to exploit or in any way use the Licensed Marks, the Trump Names, the Related Intellectual Property or the DJT/Ivanka Likenesses/Images. Within six (6) months after any such termination, the Licensee Entities shall discontinue, and shall cause their Permitted Sublicensees to discontinue, all use of the Licensed Marks, the Trump Names, any Related Intellectual Property and the DJT/Ivanka Likenesses/Images (it being understood that any such uses following termination of this Agreement, during the Six-Month Period or under Section 2.6 shall be subject to the terms, conditions and limitations set forth in this Agreement). Notwithstanding the foregoing, in each instance, the Licensee Entities shall make reasonable, diligent efforts, and shall cause the Permitted Sublicensees to use reasonable, diligent efforts, to discontinue all use of the Licensed Marks, the Trump Names, Related Intellectual Property, and the DJT/Ivanka Likenesses/Images (as applicable) sooner than the aforementioned time periods and shall not be permitted any new uses of the Licensed Marks, the Trump Names, Related Intellectual Property or the DJT/Ivanka Likenesses/Images during the aforementioned time periods.

8. Survival of Certain Terms Upon Termination. Notwithstanding the termination of this Agreement, until such time as the Licensee Entities and Permitted Sublicensees shall, pursuant to the terms hereof, be required to discontinue all use of the Licensed Marks, the Trump

Names, the Related Intellectual Property and the DJT/Ivanka Likenesses/Images, the Licensee Entities and their Permitted Sublicensees shall be obligated to comply with the provisions of Sections 4.1, 4.2, 5, and 6.1 hereof (as applicable) and the restrictions pertaining to the Licensee Entities contained in Section 2. The termination of this Agreement for any reason whatsoever shall not relieve (i) the Licensee Entities and any of their Permitted Sublicensees of any rights or obligations pursuant to Sections 2.1.6, 2.5.2, 2.7.1, 2.7.2, 2.7.3, 2.8, 3.3, 4.2.2, 5.1.1(VI), 5.1.4 (except that, for purposes of this Section 8, the reference to "the extent such use does not violate Section 2.5.1" shall be deemed deleted), 5.1.5, 5.3, 6.4, the restriction with respect to Public Announcements in Section 7.2, 7.4, 8, 9.3, and 10; (ii) Trump of any of his rights or obligations pursuant to Sections 2.5.2, 2.7.1, 2.7.2, 2.7.3, 3.1, 4.2.2, 5.2.1, 5.2.2, 5.3, 6.3, 8, 9.3 and 10 hereof; (iii) Ivanka Trump of any of Ivanka Trump's rights or obligations pursuant to Sections 2.5.2, 2.7.2, 3.2, 4.2.2, 5.2.1, 5.2.2, 5.3, 8, 9.3 and 10 hereof (as applicable); and (iv) any Party of its respective obligations, if any, arising prior to the termination of this Agreement or during the time periods described in Section 7.3 hereof.

9. Assignments and Sublicenses.

9.1. Assignment by Trump Parties. The Trump Parties may not assign any of their rights or obligations under this Agreement without the prior written consent of the Licensee Entities; provided, however, that subject to Section 9.3 hereof, nothing herein shall prohibit the Trump Parties from assigning their rights and obligations under this Agreement or the Licensed Marks, the Trump Names or Related Intellectual Property to a Permitted Transferee who agrees to be bound by the terms and conditions herein.

9.2. Assignment and Sublicense by Licensee Entities. Except as otherwise provided in any agreement or instrument to which the Trump Parties and the Licensee Entities are parties, without the prior written consent of the Trump Parties, in their sole and absolute discretion, none of the Licensee Entities may assign, sublicense or pledge any of their rights or obligations under this Agreement; provided, however, that subject to Section 9.3 hereof:

9.2.1. The Licensee Entities may, in their sole discretion, sublicense their rights relating to the Licensed Marks under this Agreement solely to any Persons supplying slot machines and similar equipment to the Licensee Entities (collectively, the "Permitted Sublicensees"), solely to the extent necessary to supply such equipment at Casino Properties, provided in each case that such Permitted Sublicensee agrees in writing to be bound by all of the terms and conditions of this Agreement, with said sublicense terminating if and when such Permitted Sublicensee no longer qualifies for a sublicense under this Section 9.2.1; and

9.2.2. In the event that any of the Licensee Entities sells one or more of the Casino Properties or any portion of any of the Casino Properties, then within six (6) months from the date of consummation of such sale (such six (6) month period, the "Six Month Period"), the acquirer of such Casino Property or Casino Properties (or such portion thereof) shall discontinue all use of the Licensed Marks, the Trump Names, the

Related Intellectual Property and all DJI/Ivanka Likenesses/Images (it being understood that such acquirer shall have a limited license to continue to use the same during the Six Month Period, subject to all of the terms, conditions and limitations of this Agreement). For purposes of clarification, but without limitation, upon a sale by a Licensee Entity of any Marina Expansion, any Plaza Expansion and/or any Taj Expansion (or any portion thereof), the provisions of this Section 9.2.2 shall apply with respect to such property being sold.

9.3. No Release. No permitted assignment, sublicense or pledge by the Licensee Entities or the Trump Parties of any of its or their respective rights under this Agreement shall relieve or release such Party from any of its or their respective obligations hereunder arising or accruing before or after such assignment or sublicense; provided, however, that any assignment by a Trump Party or a Permitted Transferee to a Special Purpose Assignee of this Agreement and the rights and obligations hereunder shall, upon the consummation of such assignment, relieve and discharge such Trump Party or such Permitted Transferee (as the case may be) from any and all of his or its respective obligations under this Agreement (other than the rights and obligations under Sections 2.5.1 (to the extent applicable), 2.5.2 and the last sentence of Section 6.3 solely with regard to a breach of Sections 2.5.1 or 2.5.2), so long as such Trump Party or such Permitted Transferee continues to control such Special Purpose Assignee during such time that such Special Purpose Assignee is bound by the terms of this Agreement.

10. Miscellaneous.

10.1. Amendments; Extension; Waiver. Subject to compliance with applicable law, this Agreement may not be amended, altered or modified except by written instrument executed by the Trump Parties and the Licensee Entities. Failure of a Party to enforce any one or more of the provisions of this Agreement, or to exercise any option or other right hereunder, or to require, at any time, performance of any of the obligations hereof, shall not be construed to be a waiver of such provisions by such party, shall not affect, in any way, the validity of this Agreement or such party's right thereafter to enforce each and every provision of this Agreement, and shall not preclude such party from taking any other action, at any time, which it is legally entitled to take.

10.2. Entire Agreement. This Agreement shall be deemed to amend and restate the Prior License Agreement in its entirety. This Agreement (including the Schedules and Attachments referred to herein), constitutes the entire agreement of the parties hereto, and supersedes the Prior License Agreement and all prior agreements and understandings, written and oral, among the parties with respect to the subject matter hereof. This Section 10.2 is not intended to modify the Amended and Restated Services Agreement or imply that the Amended and Restated Services Agreement is superseded.

10.3. Relationship of the Parties. This Agreement shall not be construed to constitute a joint venture between any Trump Party and any of the Licensee Entities or any of their Affiliates, and shall not constitute the Licensee Entities or any of their Affiliates as the

agent or legal representative of any Trump Party or constitute the Trump Parties or any of their Affiliates as the agent or legal representative of any Licensee Entity. Neither the Licensee Entities nor any Trump Party shall have any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other, or to bind the other in any manner.

10.4. Rights Upon Default. In the event that the Licensee Entities or a Trump Party shall default in its performance of any of the terms and provisions hereof, or shall breach or violate any of its respective covenants contained in this Agreement, the other party shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to any express limitations contained herein. Such rights and remedies shall include, but shall not be limited to, termination of this Agreement (subject to the explicit terms of this Agreement), damages and/or injunctive relief. The exercise of any right or remedy available to the Trump Parties or the Licensee Entities shall not preclude the concurrent or subsequent exercise by such party of any other right or remedy, and all rights and remedies shall be cumulative.

10.5. Interpretation. When a reference is made in this Agreement to Sections or Schedules, such reference shall be to a Section or Schedule to this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

10.6. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

10.7. Other Rights. Nothing herein shall affect any rights of the Parties under any other agreement in effect on or at any time after the Effective Date.

10.8. Notices. All notices, offers, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when delivered if personally delivered by hand (with written confirmation of receipt), (b) one (1) Business Day following the day sent by a nationally recognized overnight courier service, (c) five (5) Business Days after being mailed, if sent by first class mail, return receipt requested, or (d) on the day of transmission if sent via facsimile transmission to the facsimile number provided by the recipient party as set forth below, and confirmation of receipt is obtained by the Person sending such notice, demand or other communication promptly after completion of the transmission.

If to Trump Holdings or the Trump Holdings Subsidiaries:

c/o Trump Entertainment Resorts, Inc.
1000 Boardwalk at Virginia
Atlantic City, New Jersey 08401
Telecopy: (212) 688-0397
Attention: Chief Executive Officer

If to Company:

Trump Entertainment Resorts, Inc.
1000 Boardwalk at Virginia
Atlantic City, New Jersey 08401
Telecopy: (212) 688-0397
Attention: Chief Executive Officer

If to Trump:

c/o The Trump Organization
725 Fifth Avenue
New York, New York 10022
Telecopy: (212) 755-3230
Attention: Donald J. Trump
Allen Weisselberg
Jason D. Greenblatt
Ivanka Trump
(each in a separate envelope and each
mailed separately)

If to Ivanka Trump:

Ivanka Trump
c/o The Trump Organization
725 Fifth Avenue, 25th Floor
New York, New York 10022
Telecopy: (212) 688-8135
Attention: Ivanka Trump
Jason Greenblatt, Esq.
(each in a separate envelope and each
mailed separately)

If to the Trump Parties:

c/o The Trump Organization
725 Fifth Avenue
New York, New York 10022
Telecopy: (212) 755-3230
Attention: Donald J. Trump
Allen Weisselberg
Jason D. Greenblatt
Ivanka Trump
(each in a separate envelope and each
mailed separately)

10.9. Binding Effect; Persons Benefiting. This Agreement shall inure to the benefit of and be binding upon the parties hereto and the respective permitted successors and assigns of the parties and such persons. Nothing in this Agreement is intended or shall be construed to confer upon any entity or person other than the parties hereto and their respective successors and permitted assigns any right, remedy or claim under or by reason of this Agreement or any part hereof.

10.10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement, it being understood that all of the parties need not sign the same counterpart.

10.11. Governing Law. THIS AGREEMENT, THE LEGAL RELATIONS BETWEEN THE PARTIES AND THE ADJUDICATION AND THE ENFORCEMENT THEREOF, SHALL BE GOVERNED BY AND INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF NEW JERSEY WITHOUT REGARD TO APPLICABLE CONFLICT OF LAW, EXCEPT THAT ANY QUESTIONS GOVERNED BY THE TRADEMARK STATUTES OF THE UNITED STATES OF AMERICA SHALL BE GOVERNED BY AND DETERMINED PURSUANT TO AND/OR UNDER SUCH STATUTES.

10.12. Convenience of Forum; Consent to Jurisdiction. The parties to this Agreement, acting for themselves and for their respective successors and assigns, without regard to domicile, citizenship or residence, hereby expressly and irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent and subject themselves to the jurisdiction of, the courts of the State of New Jersey and federal court located in New Jersey, in respect of any matter arising under this Agreement. Service of process, notices and demands of such courts may be made upon any party to this Agreement by personal service at any place where it may be found or giving notice to such party as provided in Section 10.8 hereof.

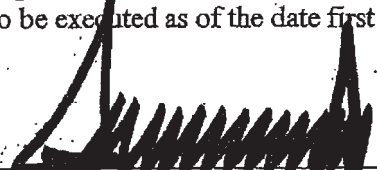
10.13. Injunctive Relief.

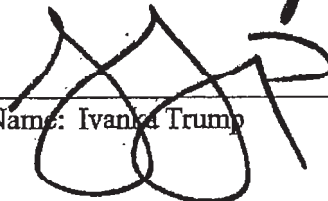
10.13.1. Trump Parties' Right to Injunctive Relief. The Licensee Entities acknowledge that the Trump Parties would be irreparably harmed and there would be no adequate remedy at law for the Licensee Entities, or any Permitted Sublicensees' violation of any covenants or agreements contained in this Agreement. The Licensee Entities accordingly agree that, in addition to any other remedies available to the Trump Parties upon the breach by any of the Licensee Entities or any Permitted Sublicensees of such covenants and agreements under this Agreement, the Trump Parties shall have the right to obtain injunctive relief to restrain any breach or threatened breach of such covenants or agreements or otherwise to obtain specific performance of any such covenants or agreement.

10.13.2. Licensee Entities' Right to Injunctive Relief. The Trump Parties acknowledge that the Licensee Entities would be irreparably harmed and there would be no adequate remedy at law for the Trump Parties' violation of any covenants or agreements contained in this Agreement. The Trump Parties accordingly agree that, in addition to any other remedies available to the Licensee Entities upon the breach by the Trump Parties of such covenants and agreements under this Agreement, the Licensee Entities shall have the right to obtain injunctive relief to restrain any breach or threatened breach of such covenants or agreements or otherwise to obtain specific performance of any such covenants or agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amended and Restated Trademark License Agreement to be executed as of the date first above written.


Name: Donald J. Trump


Name: Ivanka Trump

**TRUMP ENTERTAINMENT RESORTS
HOLDINGS, L.P.**

By: Trump Entertainment Resorts, Inc.,
its general partner

By: _____
Name:
Title:

TRUMP ENTERTAINMENT RESORTS, INC.

By: _____
Name:
Title:

*[Signature Page to the Second Amended and Restated
Trademark License Agreement]*

IN WITNESS WHEREOF, the parties hereto have caused this Second Amended and Restated Trademark License Agreement to be executed as of the date first above written.

Name: Donald J. Trump

Name: Ivanka Trump

**TRUMP ENTERTAINMENT RESORTS
HOLDINGS, L.P.**

By: Trump Entertainment Resorts, Inc.,
its general partner

By: _____
Name: Robert M. Pickus
Title: Chief Administrative Officer,
Secretary and General Counsel

TRUMP ENTERTAINMENT RESORTS, INC.

By: _____
Name: Robert M. Pickus
Title: Chief Administrative Officer,
Secretary and General Counsel

*[Signature Page to the Second Amended and Restated
Trademark License Agreement]*

72790479

TRUMP TAJ MAHAL ASSOCIATES, LLC

By: Trump Entertainment Resorts Holdings, L.P.,
its sole member

By: Trump Entertainment Resorts, Inc.,
its general partner

By: 

Name: Robert M. Pickus

Title: Chief Administrative Officer,
Secretary and General Counsel

TRUMP PLAZA ASSOCIATES, LLC

By: Trump Entertainment Resorts Holdings, L.P.,
its sole member

By: Trump Entertainment Resorts, Inc.,
its general partner

By: 

Name: Robert M. Pickus

Title: Chief Administrative Officer,
Secretary and General Counsel

TRUMP MARINA ASSOCIATES, LLC

By: Trump Entertainment Resorts Holdings, L.P.,
its sole member

By: Trump Entertainment Resorts, Inc.,
its general partner

By: 

Name: Robert M. Pickus

Title: Chief Administrative Officer,
Secretary and General Counsel

*[Signature Page to the Second Amended and Restated
Trademark License Agreement]*

72790479

Schedule ALICENSED MARKS*U.S. Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Goods/Services</u>
TRUMP PLAZA	10/30/90	1,620,477	Casino services; hotel, bar and restaurant services
TRUMP TAJ MAHAL CASINO RESORT	3/8/94	1,825,666	See Attachment A hereto
TRUMP TAJ MAHAL CASINO RESORT	3/2/93	1,755,971	Casino services; hotel services
TRUMP TAJ MAHAL CASINO RESORT AND DESIGN	1/26/93	1,749,119	Casino services; hotel services
TRUMP MARINA and Design	4/3/01	2,441,215	Casino services; hotel services
TRUMP MARINA HOTEL CASINO and Design	10/12/04	2,892,467	Casino services; hotel services
TRUMP CARD	12/29/00	2,414,739	Customer recognition program in the nature of an incentive card for use in hotel, casino and resort facilities
TRUMP ENTERTAINMENT RESORTS	01/27/09	3,566,654	Casino and Nightclub Services, resort, lodging hotel restaurant and bar services
TRUMP ONE	09/22/09	3,686,581	Customer recognition program in the nature of an incentive card for use in hotel, casino and resort facilities.
TRUMP CARD	08/14/07	3,279,265	Magnetic-coded cards used in connection with a player tracking, marketing, and customer incentives, rewards, and rating program

U.S. Trademarks

TRUMP TAJ MAHAL
TRUMP TAJ MAHAL CASINO
TRUMP MARINA
TRUMP MARINA CASINO
TRUMP MARINA HOTEL
TRUMP PLAZA

*All of the U.S. Registrations and U.S. Trademarks on this Schedule A may only be used as expressly set forth in this Agreement.

Attachment A

Goods/Services for Registration No. 1,825,666: (Int. Cl. 8) Spoons; (Int. Cl. 9) Sunglasses, Signal Bells, and Magnets; (Int. Cl. 14) Jewelry; (Int. Cl. 16) Adhesive Backed. Note Paper Pads, Playing Cards, Posters, Pencils, Ball Point Pens, and Stationery; (Int. Cl. 18) Umbrellas, Luggage, Hip Packs, Tote Bags and Carry-on Bags; (Int. Cl. 20) Non-Metallic Money Clips, Plastic Key Chains, and Ornamental Novelty Pins; (Int. Cl. 21) Mugs, Beer Steins, and Glasses for Drinking Liquor; (Int. Cl. 24) Towels; (Int. Cl. 25) Clothing; namely, T-Shirts, Jackets, Sweatshirts, Sweatpants, Sweaters, Hats, Visors, Socks, Boxer Shorts, Robes, Shorts, Golf Shirts, Night Shirts, and Beach Cover-ups; (Int. Cl. 28) Plush Toys, Board, Card and Parlor Games, Dice, and Gaming Equipment; namely, Gaming Wheels; (Int. Cl. 34) Ash Trays and Cigarette Lighters. The use of any of the foregoing shall be limited as expressly set forth in this Agreement, including, without limitation, Section 2.4.1 and Section 4.

Schedule B-1CURRENT USES, CURRENT PRODUCT USE

All uses and activities taking place as of, or within 12 months prior to, the Effective Date which include the Licensed Marks and/or the Trump Names, (but not the DJT/Ivanka Likenesses/Images which are covered by Schedule B-2), including but not limited to the following:

Advertising - printed and electronic	Candy Wrappers
Ashtrays	Caps*
ATM Machines	Casino Chips/Tokens
Badges	Chairs*
Bags (plastic and paper, shopping)	Check-in receipts
Baskets	China*
Bath Mats*	Chocolates*
Beach Slippers	Chocolate boxes*
Beer Steins	Chocolate Coins*
Beverage Insulators	Clocks/watches*
Billboards	Cocktail Napkins
Bingo machine*	Coffee Mugs
Blankets*	Company Websites **
Bottle Openers	Comedy series held at the Casino Properties
Brochures	Computer Screens
Business Cards	Corkscrews
Business Forms	Coupons
Buttons	Cube Pads

*Items cannot be used with Trump Names, other than Licensed Marks

** Items cannot be used with Trump Names, other than Licensed Marks or "Trump Casinos"

Deck at the Trump Marina	Flatware*
Decorative Picture at Trump Exchange	Foam Cups
Dental kits	Folio paper
Dice	FSI (Free Standing Insert placed in the local newspapers)
Dinner Napkins	Gaming Cards
Direct Mail Pieces	Gaming Chips
Directional Signage	Gaming Equipment
Doors	Gaming Guides
Door Hangers (e.g., Do not disturb)	Gaming Table Protectors
Dry cleaning forms	Gaming Tables
Ducks*	Gaming Table Signs
Emails	Garment Bags
Email Addresses	Gift Shop
Elevator screens	Gift Wrap
Elevator walls	Glassware*
Employee Handbook	Golf set (includes balls, tees, towel and related paraphernalia)*
Entry Forms	Greeting Cards*
Eyeglasses straps	Guest Room Amenities - including but not limited to shampoo, lotion, conditioner, shower gel, soaps, moisturizer, mouthwash
EZ Pay Tickets	Guest Room Directories & Inserts
Facebook**	Guest Room Door Plaques
Farley Marina	Guest Room Ice buckets, trays
Flags	
Flashlights	

*Items cannot be used with Trump Names, other than Licensed Marks

** Items cannot be used with Trump Names, other than Licensed Marks or "Trump Casinos"

Guest Room Phone overlays

Hand Sanitizers

Hats*

Headbands

Helicopter

Ice Buckets*

Ice Machines

In Room TV services

Interoffice envelopes

Jackets*

Key Cards

Keychains

Kiosks

Lanyards/Looper Coils

Laundry bags

Letterhead & Envelopes

Luggage*

Luggage tags

Magnets

Magnet clips

Martini Glasses*

Matches

Menus

Mints

Money Clips

Mouse Pads

My Space**

Name Tags

Napkin holder

Newsstand

Note Pads

Nut packaging

On-Property Flyers

On-Property Scala Screens

On-Property Signage

Ornaments*

Outdoor Banners

Outdoor Marquees

Overhead Spots

Packaging

Pads

Pai Gow Tiles

Paper Bags

Passes

Pencils

Pens*

*Items cannot be used with Trump Names, other than Licensed Marks

** Items cannot be used with Trump Names, other than Licensed Marks or "Trump Casinos"

Picture Frames*	Property Websites**
Piggy banks*	Property Website videos
Place Mats	Purses*
Plaque outside Trump Taj Mahal	Radio Spots
Plastic Bags	Remote control holder
Plastic cups	Retail Receipts
Plastic Sport Bottles	Retail Stores (e.g., Trump Exchange, Trump Times Newsstand)
Plastic Stan Caps for glassware	Rewards Catalog
Player Cards	Robes*
Plush	Room Keys
Podiums	Room Key holders
Pool area	Roulette Wheels
Post Cards	Roulette Wheel Protectors
Posters/Light boxes	Salon (e.g., Trump Salon, Trump Taj Mahal Salon)
Press Kits	Scala Boards
Press Releases	Shaving Kits
Print Ads	Shirts*
Promotion Event Order Forms	Shoe Cleaners
Promotional Items - shirts, caps, towels, bags and jackets	Shot Glasses*
Property Banners	Signage
Property Calendars	Slippers*
Property Flyers & Brochures	Slot Cups
Property Newsletters	

*Items cannot be used with Trump Names, other than Licensed Marks

** Items cannot be used with Trump Names, other than Licensed Marks or "Trump Casinos"

Slot Dangles	Travel Mugs
Slot machine game known only as Trump Treasury	Travel Water Bottles
Slot Toppers	Turn Down Chocolates
Snow Globes	TV/Media Spots
Socks*	Twitter**
Souvenirs*	Umbrellas*
Sundeck	Uniforms
Spa Brochures	Valet & Parking Tickets
Sugar packets -pc	Vanity Kits
Sweatshirts*	Vehicle Graphic Wraps (Trump Shuttle)
Table Tent Cards	Vehicle Signage
Tea bags*	Vending Machines
Telephone Numbers (e.g., "1877-Trump-Job)	Voice broadcasts
Tickets & Envelopes	Wall Calendar*
Toothbrushes	Warmup Jackets*
Toothpick holders	Warmup Suits*
Tote bags*	Wheelchairs
Towels*	Window Graphics (Interior & Exterior)
Toys*	Wrist Straps
	YouTube**

Phrases:

On the Company and Property Websites and voice broadcasts such as public address announcements at the Casino Properties: "Nobody Treats you like Trump", "Trump Casinos" "T" "Trump Rewards", "Trump Deals", "Trump Resorts and Casinos" "Trump Slot Dollars"

*Items cannot be used with Trump Names, other than Licensed Marks

** Items cannot be used with Trump Names, other than Licensed Marks or "Trump Casinos"

"Service only Trump can Deliver", "Trump Atlantic City", "Trump Credit", "Trump News Updates" "the Trump name says it all" "Trump Style" and "Trump Lifestyle" "Trump Outlets".

Employment websites "Work for Trump" "I Work for Trump" "Trump Employment" "Trump Staffing"

In conjunction with the Fulfillment Program and guest relations, "Trump Executive", "Trump Chairman", "Trump Card" "Trump Services" "Trump Advantage Pass"

On promotional materials including In-Room TV Services -- "Welcome to Life- Trump Style" "Trump Taj Mahal- make it your own" "One Name says it all- Trump".

*Items cannot be used with Trump Names, other than Licensed Marks

** Items cannot be used with Trump Names, other than Licensed Marks or "Trump Casinos"

Schedule B-2

DJT/IVANKA LIKENESSES/IMAGES

The below listing is a listing of all uses of the DJT/Ivanka Likenesses/Images which either (i) have been used by the Casino Properties within the (12) months prior to the date hereof or (ii) are being used by the Casino Properties as of the date hereof:

Advertising - printed and electronic	Posters/Light boxes
Billboards	Press Kits
CD/DVD Holder*	Print Ads
Company Websites	Promotion Event Order Forms
Direct Mail Pieces	Property Flyers & Brochures
In-Room Channels*	Property Newsletters
On-Property Flyers	Property Websites
On-Property Signage	Trump Exchange Retail Store
Outdoor Banners	Spa Brochures
Penthouse suites promotional materials*	TV/Media Spots
Plaque outside Trump Taj Mahal	

As per Section 1.17 of the Agreement, within a reasonable time following the Effective Date, Trump Holdings shall provide the Trump Parties with the images and likenesses of Trump and/or Ivanka Trump that were used by the Casino Properties within the twelve (12) months prior to the date hereof or are being used by the Casino Properties as of the date hereof, and Trump Holdings and the Trump Parties shall agree in good faith upon a reasonable number of such images and likenesses that may be used by the Licensee Entities pursuant to this Agreement after the Effective Date; provided however with respect to any particular image and/or likenesses of Trump and/or Ivanka Trump that is currently being used by the Casino Properties in accordance with the uses set forth above, Licensee Entities shall be permitted to continue using and shall not be required to remove or change any such image and/or likeness for a period of one hundred and eighty (180) days after the Effective Date.

* Currently uses images and likenesses of Ivanka Trump. No other items currently use images or likenesses of Ivanka Trump other than the catalog for the Fulfillment Program, existing copies of

which can be distributed and used by the Licensee Entities, however no further images or likenesses of Ivanka Trump or the Ivanka Names can be used thereafter in connection with the Fulfillment Program.

Schedule B-3

RELATED INTELLECTUAL PROPERTY

Donald Trump's Signature used in conjunction with:

- Advertising - printed and electronic
- Billboards
- Company Websites
- Direct Mail Pieces
- Fulfillment Program Cards
- On-Property Flyers
- On-Property Signage
- Outdoor Banners
- Posters/Light boxes
- Press Kits
- Print Ads
- Promotion Event Order Forms
- Property Flyers & Brochures
- Property Newsletters
- Property Websites
- Signature Events
- Spa Brochures
- Trump Exchange Retail Store
- TV/Media Spots

Donald Trump's Voice used in conjunction with:

- Advertising
- Company Websites
- Press Kits
- Property Websites
- Public address announcements
- Spa Brochures
- Telephone system
- TV/Media Spots

Ivanka Trump's Voice used in conjunction with:

- In-Room Channels
- Penthouse suites promotion

Exhibit B

FILED

AUG 05 2014

RAYMOND A. BATTEN, P.J.Ch.

RECEIVED

AUG 05 2014

RAYMOND A. BATTEN, P.J.Ch.

COLE, SCHOTZ, MEISEL,
FORMAN & LEONARD, P.A.
A Professional Corporation
Court Plaza North
25 Main Street
P.O. Box 800
Hackensack, New Jersey 07602-0800
201-489-3000
201-489-1536 Facsimile
Michael D. Sirota, Esq. (014321986)
Steven L. Klepper, Esq. (009411996)
Victoria Cioppettini, Esq. (025502009)
Attorneys for Plaintiff, Trump AC Casino Marks, LLC

TRUMP AC CASINO MARKS, LLC,

Plaintiff,

v.

TRUMP ENTERTAINMENT RESORTS,
INC., TRUMP ENTERTAINMENT
RESORTS HOLDINGS, L.P., TRUMP TAJ
MAHAL ASSOCIATES, LLC, TRUMP
PLAZA ASSOCIATES, LLC, TRUMP
MARINA ASSOCIATES, LLC, and ICAHN
AGENCY SERVICES, LLC,

Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: ATLANTIC
COUNTY
DOCKET NO. C-30-14

Civil Action

VERIFIED COMPLAINT

Plaintiff, Trump AC Casino Marks, LLC ("Trump AC"), by way of Verified Complaint
against Defendants, Trump Entertainment Resorts, Inc. ("TER"), Trump Entertainment Resorts
Holdings, L.P. ("TER Holdings"), Trump Taj Mahal Associates, LLC, Trump Plaza Associates,

LLC, and Trump Marina Associates, LLC (collectively, the "Licensee Entities"), and Icahn Agency Services, LLC ("Icahn"), alleges and states as follows:

INTRODUCTION

1. By this action, Trump AC, an entity owned and controlled by world-renowned businessman, real estate developer and celebrity, Donald J. Trump ("Mr. Trump"), seeks an order: (i) terminating the Second Amended and Restated Trademark License Agreement (the "License Agreement"); (ii) prohibiting the Licensee Entities from making any further use of the "Trump" name and trademark, including, without limitation, as the name of the Licensee Entities; and (iii) removing the "Trump" name and brand from Trump Plaza (the "Plaza") and Trump Taj Mahal (the "Taj" and, together with the Plaza, the "Casino Properties"), the only two remaining properties in Atlantic City that still bear the "Trump" name.

2. Since Mr. Trump left Atlantic City many years ago, the Licensee Entities have allowed the Casino Properties to fall into an utter state of disrepair and have otherwise failed to operate and manage the Casino Properties in accordance with the high standards of quality and luxury required under the License Agreement.

3. Indeed, in 2012, the Plaza failed the first of two quality control tests (known as "Quality Assurance Reviews") conducted by an independent third-party consultant, LRA Worldwide, Inc. ("LRA"), selected in accordance with the License Agreement to monitor conditions. Among other deficiencies, LRA noted that the Plaza had failed to meet industry standards across a wide variety of categories, ranging from hotel services and food and beverage services to overall cleanliness of the property – conditions that guests of the Casino Properties had been complaining about for years.

4. Rather than exercise its right to terminate the License Agreement and remove the “Trump” name from both of the Casino Properties, Trump AC worked collaboratively with the Licensee Entities to formulate a plan whereby the Licensee Entities could cure the subpar conditions. Unfortunately, the Licensee Entities failed to implement these remedial measures successfully. As a result, on July 14, 2014, the Plaza failed a second “Quality Assurance Review” performed by LRA, which found that the conditions at the Plaza had gone from bad to worse.

5. Adding insult to injury, within days of failing its second Quality Assurance Review, the Licensee Entities, without first notifying Mr. Trump or Trump AC, sent out “WARN Notices” to the more than 1,000 employees at the Plaza stating that the Licensee Entities intend to cease operations at the Plaza shortly after September 16, 2014. Not only does the issuance of these WARN Notices further harm the “Trump” name and brand, but it also underscores the Licensee Entities’ inability to remedy the appalling conditions that gave rise to the defaults under the License Agreement in the first place.

6. As the *New York Times*, which recently compared the Plaza to a “boardinghouse,” explained, “[t]he wallpaper is peeling, the windows are covered in grime and, worst of all, most of the seats at the slots and the gambling tables are empty.” The Licensee Entities cannot be allowed to continue to use the “Trump” name and brand in this manner.

7. For all the foregoing reasons, Trump AC respectfully requests that this Court issue an order directing the Licensee Entities to immediately cure the defaults or, in the alternative, terminating the License Agreement and prohibiting the Licensee Entities from using the “Trump” name altogether.

THE PARTIES

8. Trump AC Casino Marks, LLC, is a Delaware limited liability company with a principal place of business at 725 Fifth Avenue, 26th Floor, New York, New York 10022.

9. Trump Entertainment Resorts, Inc., is a Delaware corporation with a principal place of business at 1000 Boardwalk at Virginia, Atlantic City, New Jersey 08401.

10. Trump Entertainment Resorts Holdings, L.P., is a Delaware limited partnership with a principal place of business at 1000 Boardwalk at Virginia, Atlantic City, New Jersey 08401.

11. Trump Taj Mahal Associates, LLC, is a New Jersey limited liability company with a principal place of business at 1000 Boardwalk at Virginia, Atlantic City, New Jersey 08401.

12. Trump Plaza Associates, LLC, is a New Jersey limited liability company with a principal place of business at the Boardwalk at Mississippi Avenue, Atlantic City, New Jersey 08401.

13. Trump Marina Associates, LLC, is a New Jersey limited liability company with a principal place of business at Huron & Brigantine Boulevard, Atlantic City, New Jersey 08401.

14. Icahn is a Delaware limited liability company with a principal place of business at 767 Fifth Avenue, 47th Floor, New York, New York 10153 and is the "Collateral Agent," as that term is defined in the License Agreement, as successor-in-interest to Beal Bank, SSB.

FACTUAL BACKGROUND

The "Trump" Name and Brand

15. Mr. Trump is a world-renowned businessman, real estate developer, author, television personality, and star of the long-running hit television shows *The Apprentice* and *The*

Celebrity Apprentice, which are currently in their 14th season, appear in more than 82 countries, and are widely regarded as among the most successful television shows of all time.

16. Mr. Trump began his heralded career in the ultra-competitive residential real estate market in the 1970's, acquiring, developing, and managing projects throughout New York City. Among the properties owned, operated, or affiliated with Mr. Trump today are Trump Tower on Fifth Avenue, The Trump Building at 40 Wall Street, Trump World Tower at United Nations Plaza, Trump Park Avenue at 59th Street and Park Avenue, Trump Parc and Trump Parc East at Central Park South, Trump Place on the Hudson River, Trump Palace, and many more.

17. After emerging as the preeminent force in New York's residential real estate market, Mr. Trump turned his attention toward the hotel industry, creating the Trump Hotel Collection and forging ahead with the development, branding, and management of some of the finest, award-winning hotels in the world, in prime locations such as New York City (Central Park West and Soho), Las Vegas, Miami, Hawaii, Toronto, Panama, and others.

18. Eventually, Mr. Trump entered the world of international real estate licensing, associating his name with residential projects in prime locations such as Turkey (Istanbul), the Dominican Republic (Cap Cana), India (Pune), Uruguay (Punta Del Este), Philippines (Makati), and others.

19. Simultaneously, Mr. Trump also pursued his passion for golf, developing, acquiring and/or managing world-class golf courses and clubs in New York (Westchester, Hudson Valley and Ferry Point), New Jersey (Bedminster and Colts Neck), Florida (Miami, Palm Beach, Jupiter and Doral), Washington, D.C., Philadelphia, North Carolina, Los Angeles, and Puerto Rico and, internationally, in Ireland, Scotland, and Dubai. In 2014, Mr. Trump

acquired the legendary Turnberry golf resort and hotel in Scotland, which has been the site of four British Opens.

20. Trump is also an accomplished writer, having authored several best-selling books, such as *Trump, the Art of the Deal*, one of the best-selling books of all time, *The Art of the Comeback*, *The America We Deserve*, *How To Get Rich*, *Think Like a Billionaire*, *Trump 101*, *Why We Want You To Be Rich*, *Think Big*, *Never Give Up* and *Think Like A Champion*, which are sold the world over, having been translated into Chinese, Arabic and many other languages.

21. As a result of Mr. Trump's long, extensive, and high-profile business activities, the "Trump" name -- which has trademark registrations and/or applications in over 130 countries in categories such as real estate development, golf club services, clothing, and many more -- has become synonymous with the highest levels of quality, luxury, prestige, and success. The Trump name has thus attained widespread acclaim all over the world.

Trump's Foray into Atlantic City

22. Before going global, Mr. Trump set his sights closer to home; on revitalizing the famed Atlantic City boardwalk with a vision toward turning it into a world class tourist destination. Shortly after he received his gaming license in 1983, Mr. Trump was approached by Harrah's to build and manage a new casino hotel, which was being developed along the boardwalk. Mr. Trump completed the project and, in 1984, bought out his partners and opened the casino and hotel, calling it "Trump Plaza."

23. Within the next two years, Mr. Trump developed two more casino hotels in Atlantic City, Trump Marina and the Taj, which opened in 1990.

24. In 1995, Mr. Trump founded TER to oversee and manage the Casino Properties. Between 1995 and 2009, Mr. Trump served on the Board of Directors of TER.

25. For many years, the Taj was the largest and most successful casino in Atlantic City.

26. However, Mr. Trump did not just succeed in developing casino hotels in Atlantic City. He also was instrumental in transforming Atlantic City into a prime destination for international tourists, celebrities, and the world's most successful performers, attracting such acts as Michael Jackson, Luciano Pavarotti, and The Rolling Stones.

27. But nothing could surpass Mr. Trump's success in bringing world-class boxing to Atlantic City. In the 1980's and 90's, Atlantic City became the mecca for boxing, hosting countless heavy-weight championship fights, highlighted by Mike Tyson's 1988 defeat of Michael Spinks to unify the heavy weight championship.

28. With the international success of *The Apprentice* television series, and the swift continued growth of his real estate portfolio over the next decade, Mr. Trump shifted his focus to expanding his business empire both domestically and abroad. As part of that shift, Mr. Trump slowly began to step back his involvement with TER, transferring day-to-day responsibility for the operation and management of the Atlantic City properties to the executive team TER had assembled. Then, in 2009, Mr. Trump formally resigned from TER's Board of Directors.

29. Indeed, since 2009, Mr. Trump and his daughter, Ivanka Trump ("Ms. Trump"), have had no involvement at all in the operation and management of TER or the Casino Properties. Instead, their role has been limited to licensing the "Trump" name and mark to the Licensee Entities, who have been solely responsible for the overall operation and management of the Casino Properties.

The License Agreement

30. Consistent with that new role, on July 16, 2010, Mr. Trump and Ms. Trump entered into the License Agreement to license the use of certain Trump-related trademarks (the “Trump Marks”) to the Licensee Entities for certain casino activities and other related uses. (A copy of the License Agreement is attached as **Exhibit A.**)

31. On August 1, 2010, Mr. Trump and Ms. Trump assigned virtually all of their rights and obligations under the License Agreement to Trump AC (including all of the rights at issue in this dispute). (A copy of the referenced assignment agreement is attached as **Exhibit B.**)

32. In the License Agreement, the Licensee Entities both acknowledged and agreed that because the Trump Marks are “well-known to the public” and enjoy a “superior reputation and widespread goodwill,” they must be used in a “dignified manner” consistent with “the highest quality” and “at a level consistent with or exceeding the high reputation and importance of” the Trump Marks. (*Id.* at §§ 2.1.3, 4.1.5.)

33. To ensure that the Licensee Entities used the Trump Marks only in such a manner, Trump AC was afforded the right to exercise regular quality control reviews and assessments over the uses of the Trump Marks through a procedure set forth in the License Agreement. (*Id.* at § 4.)

34. Pursuant to that procedure, an independent third-party “Quality Assurance Consultant” was selected to perform: (i) an initial review and evaluation of the Casino Properties to establish certain “Benchmarks”; and then (ii) “Subsequent Quality Assurance Reviews” to determine whether the Licensee Entities are meeting those Benchmarks. (*Id.* at § 4.1.6.)

35. If, during a Subsequent Quality Assurance Review, the Plaza receives a quality rating that was less than 95% of the established Benchmark for that property, the Plaza fails that

review. (Id.). The Licensee Entities then have ninety (90) days to cure, or Trump AC may terminate the License Agreement. (Id. at § 4.1.6.)

36. Separately, while the License Agreement prohibits the Licensee Entities from using the Trump Marks “for any online or Internet gaming”, it does allow the Licensee Entities to conduct online or Internet gaming (without using the Trump Marks) “solely within the state of New Jersey for customers who reside in the state of New Jersey.” (Id. at §§ 2.1.5, 2.8.)

37. For defaults of the License Agreement other than under Section 4.1.6, such as defaults under Sections 5.1.8 and/or 2.8, the License Agreement requires the Licensee Entities to cure such default(s) within ten (10) days, or, if such default(s) cannot reasonably be cured within ten (10) days, then within a reasonable time not to exceed sixty (60) days, or Trump AC may terminate the License Agreement. (Id. at § 4.2.1.)

38. Under Section 4.2.2 of the License Agreement, Trump AC may terminate the License Agreement by filing an action for declaratory judgment and/or injunctive relief seeking to compel the Licensee Entities to comply with the terms of the License Agreement, and then seeking termination of the License Agreement should the Licensee Entities continue to fail to comply with the terms of the License Agreement. (Id. at § 4.2.2.)

39. Further, TER Holdings must pay Trump AC’s costs and expenses associated with any legal action brought by Trump AC: (i) for the Licensee Entities’ violation of Section 4.1.6; and (ii) for failing to cure any other default within the requisite cure period outlined in the License Agreement. (Id. at § 4.2.2.)

40. New Jersey law governs the License Agreement, and the parties explicitly consented to the jurisdiction of the courts of the State of New Jersey “in respect of any matter arising under this [License] Agreement.” (Id. at § 10.12.)

41. In accordance with Section 5.2.5 of the License Agreement, as of July 16, 2010, Mr. Trump and Ms. Trump entered into the Consent and Agreement (the "Consent Agreement"). (A copy of the Consent Agreement is attached as **Exhibit C.**)

42. As of August 1, 2010, Mr. Trump and Ms. Trump also assigned their rights and obligations under the Consent Agreement to Trump AC.

43. Among other things, in the Consent Agreement, Mr. Trump and Ms. Trump agreed that in the event of any default by the Licensee Entities under the License Agreement enabling the Trump AC to terminate the License Agreement, Trump AC "shall not terminate or suspend [its] obligations under the [License Agreement] until [Trump AC] first give[s] written notice thereof to [Icahn] at the address for [Icahn] set forth below and permit[s] [Icahn] the same cure period afforded to the [Licensee Entities] under the [License Agreement]." (Id.)

The Licensee Entities' Breaches of the License Agreement

44. In January 2011, Trump AC hired LRA, a "Quality Assurance Consultant," to perform quality assurance reviews of the Plaza in accordance with the License Agreement.

45. In January 2011, LRA issued a benchmark quality report for the Plaza as required under the terms of the License Agreement (the "Benchmark Report"). The Benchmark Report assigned the Plaza an overall compliance score of 83.42%.

46. In September 2012, LRA issued a Subsequent Quality Assurance Review report for the Plaza (the "2012 Report"), in which the Plaza received a quality compliance score of only 70.09%, a 13.33% decrease in quality from the Benchmark Report. The Plaza thus received a score representing only 84% of the Benchmark Report, well below 95% of the Benchmark Report as required under the terms of the License Agreement.

47. Based on the 2012 Report, the Plaza failed its quality assurance review, resulting in a breach of Section 4.1.6 of the License Agreement.

48. At that time, various news reports and online hotel review websites such as *Trip Advisor*, were detailing the deplorable quality of the services, guest rooms, and other facilities at the Casino Properties. (Examples of these reviews are attached collectively as **Exhibit D.**)

49. Accordingly, on February 11, 2013, Trump AC sent letters to the Licensee Entities alerting them to the serious decline in quality at the Casino Properties.

Trump AC's Default Letters and the Licensee Entities' Failure to Cure

50. By letters dated October 7, 2013, Trump AC notified the Licensee Entities of defaults under Section 4.1.5 and 4.1.6 of the License Agreement, based on the Plaza's failure to achieve the required quality standards as cited in 2012 Report and numerous negative consumer reports and reviews posted online about the Taj and the Plaza (the "Default Letters"). (Copies of the Default Letters are attached as **Exhibit E.**)

51. Also by letter dated October 7, 2013, Trump AC simultaneously notified Icahn of the Licensee Entities' defaults under the License Agreement and provided a copy of the Default Letters to Icahn.

52. In response, by letter dated November 21, 2013, the Licensee Entities provided Trump AC with an outline of a draft "five point" plan of action to attempt to improve the quality and condition of the Plaza.

53. The proposed improvements cited in the November 21, 2013 letter included, among other things, improving the physical conditions of the Plaza, addressing negative comments about the Plaza on social media, upgrading personnel training programs and customer

service, retaining an independent third party to evaluate customer service and guest interaction, and creating a guest room mockup of planned improvements to the Plaza's hotel rooms.

54. On November 25, 2013, Trump AC provided comments to the Licensee Entities' proposed improvement plan, reminded the Licensee Entities that the cure period to implement the final plan to improve the Plaza was soon expiring, and requested a final version of the improvement plan.

55. By letter dated December 6, 2013, the Licensee Entities provided the final proposed "plan of action" to Trump AC to attempt to improve the deplorable conditions of the Plaza. That letter outlined the action items planned to be undertaken by the Licensee Entities to attempt to cure the defaults under the License Agreement.

56. Notwithstanding the Licensee Entities' "plan of action," the conditions at the Plaza did not improve. To the contrary, they continued to deteriorate.

57. On January 21, 2014, Trump AC sent another default letter notifying the Licensee Entities that, through their agreements with Internet gaming service providers, Betfair Interactive US LLC d/b/a Betfair Casino New Jersey and Fertitta Acquisitionsco LLC d/b/a Ultimate Casino, operators of the websites betfaircasino.com and ucasino.com, respectively, the Licensee Entities were violating Section 2.8 of the License Agreement by "conducting internet gaming for persons who do not reside in the State of New Jersey", a practice specifically prohibited by the License Agreement. (A copy of Trump AC's January 21, 2014 letter is attached as part of **Exhibit F.**)

58. On January 28, 2014, the Licensee Entities responded to Trump AC's January 21 letter, denying that they had violated Section 2.8 or any other provisions of the License

Agreement or that there was any breach of the License Agreement that needed to be cured. (A copy of the January 28, 2014 letter is attached hereto as **Exhibit G.**)

59. On July 15, 2014, LRA delivered a report of the review LRA had conducted of the Plaza on July 7-9, 2014 (the "2014 Report"). The 2014 Report confirmed that the Plaza had not cured the defaults cited in the Default Letters and that the Plaza continued to fail to meet the quality assurance standards required under the License Agreement. In the 2014 Report, the Plaza received only a 65.28% compliance rate, which was a decrease of 4.81% from the 2012 Report.

60. Furthermore, the 2014 Report compliance score was only 78.25% of the Benchmark Report, rather than 95% of the Benchmark Report the License Agreement required the Plaza to maintain.

61. In response, by letter dated August 4, 2014, Trump AC notified the Licensee Entities of its intent to terminate the License Agreement, based on the Licensee Entities' various defaults under the License Agreement, and enclosed a copy of the 2014 Report with that letter (the "Termination Letter").¹ (A copy of the Termination Letter is attached as **Exhibit H.**)

62. The Licensors also sent a letter to Icahn dated August 4, 2014 (the "Icahn Letter"), enclosing a copy of the Termination Letter. (A copy of the Icahn Letter is attached as **Exhibit I.**)

63. The Licensee Entities thus failed to cure the defaults cited in the Default Letters within the requisite time periods. In fact, the conditions giving rise to the defaults had worsened during and after the cure periods.

64. Icahn also failed to cure the defaults cited in the Default Letters.

¹ Under the License Agreement, an uncured default even as to only one of the Casino Properties allows Trump AC to terminate the License Agreement altogether, including with respect to all Casino Properties.

The Licensee Entities' Issuance of WARN Notices

65. On July 14, 2014, the Licensee Entities sent WARN Notices to the employees of the Plaza, notifying those employees that the Plaza's operations will cease shortly after September 16, 2014.

66. That same day, a representative of the Plaza issued a public statement confirming that "WARN notices were sent to the employees of Trump Plaza Hotel and Casino today to advise them that the management and board of directors of Trump Plaza Associates L.L.C. and its parent company, Trump Entertainment Resorts Inc., have been reviewing alternatives to the property . . . the company expects that it will terminate the operations of Trump Plaza Hotel & Casino on or shortly after September 16, 2014."

67. A closure of the Plaza will violate the covenant contained in Section 5.1.8 of the License Agreement, which requires that, so long as the Plaza continues to utilize the Trump Marks, the Plaza shall continue to be used for the Licensee Entities' casino related activities. (License Agreement, Exhibit A, at § 5.1.8.)

68. The Licensee Entities' actions will irreparably harm Trump AC in violation of the License Agreement.

69. Furthermore, by issuing the WARN Notices, the Licensee Entities demonstrated that they have no ability or intent to remedy the deplorable conditions that resulted in their defaults of the License Agreement.

FIRST COUNT
(Declaratory Judgment)

70. Trump AC repeats the allegations contained in the above paragraphs as though set forth at length herein.

71. There is an actual controversy between Trump AC and the Licensee Entities regarding the termination of the License Agreement and the Licensee Entities' ability to continue to use the Trump Marks, which dispute must be addressed by the Court.

72. Section 4.2.2 of the License Agreement requires Trump AC to seek Court intervention to terminate the License Agreement.

73. As detailed above, the Licensee Entities breached the License Agreement.

74. The defaults and violations of the License Agreement have not been, and cannot be, cured.

75. Trump AC is therefore entitled to a judicial declaration terminating the License Agreement, as well as the related Consent Agreement.

76. Trump AC is entitled to a judicial declaration that the Licensee Entities have no further right to utilize the Trump Marks.

77. Issuance of an order under Section 4.2.2 of the License Agreement compelling the Licensee Entities to comply with the terms of the License Agreement would be futile under the circumstances given the Licensee Entities' WARN Notices that the Plaza will cease operations shortly after September 16, 2014.

78. Therefore, the Court should deem the License Agreement terminated immediately.

79. The Licensee Entities' continued use of the Trump Marks while in violation of the License Agreement constitutes irreparable harm for which Trump AC has no adequate remedy at law.

WHEREFORE, Trump AC demands judgment against the Licensee Entities as follows:

(a) Adjudicating and declaring that the Licensee Entities breached the terms of the License Agreement;

(b) Adjudicating and declaring that the Licensee Entities have not cured the breaches of the License Agreement;

(c) Adjudicating and declaring the License Agreement terminated immediately;

(d) Adjudicating and declaring that the Licensee Entities are barred from further use of the Trump Marks;

(e) Adjudicating and declaring the Consent Agreement terminated as a matter of law;

(f) Awarding Trump AC attorneys' fees, costs, and expenses incurred in connection with this proceeding; and

(g) Awarding such other and further relief as may be just and equitable.

SECOND COUNT
(Specific Performance – Section 4.2.2)

80. Trump AC repeats the allegations contained in the above paragraphs as if set forth at length herein.

81. Based on the Licensee Entities' various breaches, violations, and defaults under the License Agreement as cited above, Trump AC is entitled to terminate the License Agreement pursuant to Section 4.2.2.

82. Section 4.2.2 of the License Agreement requires Trump AC to obtain a court order compelling the Licensee Entities to comply with the terms of the License Agreement and then seek termination of the License Agreement should the Licensee Entities fail to comply with that court order.

83. Under the circumstances, including the Licensee Entities' previous failures to cure the various breaches under the License Agreement and issuance of the WARN Notices that the Plaza will cease operations shortly after September 16, 2014, any additional cure period provided to the Licensee Entities would be futile.

84. Trump AC is thus entitled to a judicial determination terminating the License Agreement immediately.

85. Alternatively, Trump AC is entitled to specific performance of the Licensee Entities' obligations under the License Agreement within no more than thirty (30) days from the date the Court orders specific performance.

86. Upon the Licensee Entities' failure to comply with an order compelling their compliance with all terms of the License Agreement, Trump AC is entitled to immediate termination of the License Agreement.

WHEREFORE, Trump AC demands judgment against the Licensee Entities as follows:

- (a) Adjudicating and declaring that the Licensee Entities breached the terms of the License Agreement;
- (b) Adjudicating and declaring that the Licensee Entities have not cured the breaches of the License Agreement;
- (c) Adjudicating and declaring the License Agreement terminated immediately;
- (d) Adjudicating and declaring the Consent Agreement is terminated as a matter of law;

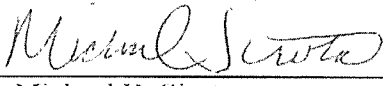
(e) Alternatively, compelling the Licensee Entities to specifically comply with the terms of the License Agreement within no more than thirty (30) days from the date the Court orders specific performance;

(f) Awarding Trump AC attorneys' fees, costs, and expenses in connection with this proceeding; and

(g) Awarding such other and further relief as may be just and equitable.

Respectfully submitted,

COLE, SCHOTZ, MEISEL,
FORMAN & LEONARD, P.A.
Attorneys for Plaintiff, Trump AC
Casino Marks, LLC

By: 
Michael D. Sirota

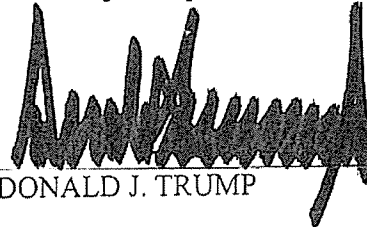
DATED: August 5, 2014

VERIFICATION

I, Donald J. Trump, of full age, hereby certify as follows:

1. I am the President of Plaintiff, Trump AC Casino Marks, LLC.
2. I have reviewed the allegations contained in the foregoing Verified Complaint and the documents in the possession of the Plaintiff related thereto. I know that those allegations are true to the best of my knowledge and belief.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



DONALD J. TRUMP

Dated: August 4, 2014

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Trump AC hereby designates Michael D. Sirota as its trial counsel in this action.

COLE, SCHOTZ, MEISEL,
FORMAN & LEONARD, P.A.
Attorneys for Plaintiff, Trump AC
Casino Marks, LLC

By: Michael Sirota
Michael D. Sirota

DATED: August 5, 2014

RULE 4:5-1 CERTIFICATION

I hereby certify that to the best of my knowledge, information, and belief, the within matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding and that there are no other parties who should be joined in this action.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me is willfully false, I am subject to punishment.

COLE, SCHOTZ, MEISEL,
FORMAN & LEONARD, P.A.
Attorneys for Plaintiff, Trump AC
Casino Marks, LLC

By: Michael D. Sirota
Michael D. Sirota

DATED: August 5, 2014

RULE 1:38-7(b) CERTIFICATION

I certify that confidential personal identifiers have been redacted from documents now submitted to the Court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

COLE, SCHOTZ, MEISEL,
FORMAN & LEONARD, P.A.
Attorneys for Plaintiff, Trump AC
Casino Marks, LLC

By: Michael D. Sirota
Michael D. Sirota

DATED: August 5, 2014

CERTIFICATION

I certify that pursuant to Rule 1:4-4, the signature of Donald J. Trump on the foregoing Verified Complaint to which this is attached is a facsimile of his original signature and that a copy with the original signature affixed will be filed if requested by the Court.

COLE, SCHOTZ, MEISEL,
FORMAN & LEONARD, P.A.
Attorneys for Plaintiff, Trump AC
Casino Marks, LLC

By: 
Michael D. Sirota

DATED: August 5, 2014

Exhibit C

Trump AC Casino Marks LLC

725 Fifth Avenue, 26th Floor
New York, NY 10022

Jason D. Greenblatt
Executive Vice President and
General Counsel
Direct Dial (212) 715-7212
Fax (212) 980-3821
jgreenblatt@trumporg.com

April 19, 2012

BY HAND

Icahn Agency Services, LLC
767 Fifth Avenue
47th Floor
New York, New York 10153
Attention: Edward Mattner

Re: Trump Entertainment Resorts – Notice of Assignment of the Rights of Collateral Agent under the July 16, 2010 Consent and Agreement (the “*Consent*”) regarding the July 16, 2010 Second Amended and Restated Trademark License Agreement (as amended, the “*TLA*”)

Dear Mr. Mattner:

Thank you for your letter of April 4, 2012, addressed to Donald J. Trump and Ivanka Trump (the “*Trump Parties*”), whereby you notify them that the rights and obligations of Collateral Agent under the Consent have been assigned by Beal Bank, SSB to Icahn Agency Services, LLC. Please note that on August 1, 2010, the Trump Parties assigned their rights and obligations under the TLA to Trump AC Casino Marks LLC (“*Trump Marks*”).

Please send all future notices to Trump Marks to the following address:

Trump AC Casino Marks LLC
725 Fifth Avenue
New York, NY 10022
Attention: Donald J. Trump
Jason D. Greenblatt
Ivanka Trump
(each in a separate envelope and each mailed separately)

Icahn Agency Services, LLC
April 19, 2012
Page 2

Your letter did not provide an address for us to send future notices to you, so we will send notices to the following address unless you inform us in writing otherwise:

Icahn Agency Services, LLC
767 Fifth Avenue
47th Floor
New York, NY 10153
Attention: Edward Mattner

Very truly yours,



Jason D. Greenblatt

ICAHN AGENCY SERVICES, LLC

767 Fifth Avenue
47th Floor
New York, NY 10153

April 4, 2012

VIA FEDERAL EXPRESS AND FACSIMILE

Donald J. Trump and Ivanka Trump
c/o The Trump Organization
725 Fifth Avenue

New York, New York 10022

Telecopy: (212) 755-3230

Attention: Donald J. Trump, Allen Weisselberg, Jason D. Greenblatt, Ivanka Trump (each in a separate envelope and each mailed separately)

RE: Assignment of Consent and Agreement

Dear Trump Parties:

Reference is hereby made to that certain Consent and Agreement by the Trump Parties dated as of July 16, 2010 regarding the Assigned Agreement (the "Consent and Agreement"). Capitalized terms used herein and not defined have the meanings ascribed to them in the Consent and Agreement.

Notice is hereby given that, effective as of 4:00 p.m. (New York time) on the date hereof: (i) the rights and obligations of Collateral Agent under the Security Agreement have been transferred to Icahn Agency Services, LLC ("IAS") pursuant to and in accordance with the Loan Documents (as defined in the Security Agreement), (ii) Beal Bank, SSB, as Collateral Agent (as defined in the Consent and Agreement) ("Beal Bank"), has assigned (without recourse and without representation or warranty) any and all of its rights and obligations as Collateral Agent under the Consent and Agreement to IAS and (iii) IAS has accepted the assignment from Beal Bank of any and all of Beal Bank's rights and obligations as Collateral Agent under the Consent and Agreement.

Notice is also hereby given that, in connection with the foregoing, the address for any notice to IAS in connection with any of the foregoing, including without limitation under the Assigned Agreement, is as follows: Icahn Agency Services, LLC, 767 Fifth Avenue, 47th Floor, New York, NY 10153, attention: Keith Cozza.


cc: Trump Entertainment Resorts Holdings, L.P.
1000 Boardwalk
Atlantic City, NJ 08401
Attention: David Hughes, CFO

[signature pages follow]

[Letter to Donald J. Trump and Ivanka Trump re: Assignment of Consent and Agreement]

Very truly yours,

ICAHN AGENCY SERVICES, LLC,
as successor Collateral Agent (as defined in the
Consent and Agreement)

By: 
Name: Edward Mattner
Title: Authorized Signatory

[Letter to Donald J. Trump and Ivanka Trump re: Assignment of Consent and Agreement]

Consented to:

**BEAL BANK, SSB,
as initial Collateral Agent (as defined in the
Consent and Agreement)**

By: 

Name: Jacob C Cherner

Title: Authorized Representative



EXECUTION COPY**CONSENT AND AGREEMENT**

The Trump Parties hereby (a) acknowledge that they have received notice from Trump Entertainment Resorts, Inc. ("**Company**"), Trump Entertainment Resorts Holdings, L.P. ("**Trump Holdings**"), Trump Taj Mahal Associates, LLC ("**Trump Taj Mahal Associates**"), Trump Plaza Associates, LLC ("**Trump Plaza Associates**"), and Trump Marina Associates, LLC ("**Trump Marina Associates**", together with Company, Trump Holdings, Trump Taj Mahal Associates, Trump Plaza Associates, each a "**Grantor**" and, collectively, the "**Grantors**") of the Amended and Restated Security Agreement, dated as of July 16, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") from the Grantors and certain other grantors (each Grantor and each other grantor from time to time party thereto, a "**Security Grantor**" and, collectively, the "**Security Grantors**") from time to time party thereto to Beal Bank, SSB, as Collateral Agent (the "**Collateral Agent**") for the Secured Parties referred to therein, (b) subject to the terms and conditions of this Consent and Agreement, consent to the pledge and assignment to the Collateral Agent of all of the Grantors' right, title and interest in, to and under the Assigned Agreement (as defined below) pursuant to the Security Agreement, but subject to all of the terms, covenants and conditions set forth in the Assigned Agreement, except as expressly provided herein, and (c) agree with the Collateral Agent that:

- (1) A true copy of the Second Amended and Restated Trademark License Agreement dated as of July 16, 2010 between the Trump Parties and the Grantors (as amended, modified, restated, and supplemented, the "**Assigned Agreement**"), including, without limitation, all amendments, modifications, restatements and supplements is attached hereto as Schedule I. The Trump Parties are not aware of any default under the Assigned Agreement.
- (2) In the event of a default by any Grantor in the performance of any of its obligations under the Assigned Agreement, or upon the occurrence or nonoccurrence of any event or condition under the Assigned Agreement which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable the Trump Parties to terminate or suspend their obligations under the Assigned Agreement, the Trump Parties shall not terminate or suspend their obligations under the Assigned Agreement until the Trump Parties first give written notice thereof to the Collateral Agent at the address for the Collateral Agent set forth below and permit the Collateral Agent the same cure period afforded to the Grantors under the Assigned Agreement.
- (3) The Trump Parties shall deliver to the Collateral Agent, concurrently with the delivery thereof to any Grantor, a copy of each notice of termination of, or suspense of their obligations under, or of an intent to terminate, or suspend their obligations under, the Assigned Agreement.
- (4) Subject to all of the terms, conditions and restrictions of this Section (4), the Trump Parties hereby consent to transfers (each, a "**Transfer**") from time to time

of the rights of any one or more of the Grantors under the Assigned Agreement upon and following the enforcement by the Collateral Agent of its rights under the Security Agreement (each, an “**Enforcement Action**”). In connection with each Transfer, the Trump Parties shall recognize, as designated by the Collateral Agent following an Enforcement Action: (x) the Collateral Agent as a Licensee Entity under the Assigned Agreement in the place and stead of the Grantor(s) that were the subject of an Enforcement Action, but solely with respect to the Casino Properties that were the subject of the Enforcement Action and solely for so long as the Collateral Agent owns the applicable Casino Property subject to the Enforcement Action; and (y) each transferee of a Casino Property as a Licensee Entity under the Assigned Agreement in the place and stead of the Grantor(s) that were the subject of an Enforcement Action, but solely with respect to the Casino Properties which were the subject of the Enforcement Action and solely for so long as such transferee owns the applicable Casino Property subject to the Enforcement Action. Notwithstanding anything in this Consent and Agreement and the Assigned Agreement to the contrary, each Transfer shall be subject to all of the following restrictions:

(a) Except as expressly provided in this Section (4) and subclause (b) of the first paragraph of this Consent and Agreement, all of the terms and conditions of the Assigned Agreement shall continue to govern and shall apply to each transferee following a Transfer and solely for so long as such transferee owns the applicable Casino Property subject to the Enforcement Action;

(b) No transferee (other than the Collateral Agent in connection with an Enforcement Action) shall have the further right to assign (directly or indirectly) the Assigned Agreement to a subsequent transferee; and

(c) (i) Effective as of the date that is the third (3rd) anniversary of the first Transfer of any Casino Property (and thereafter), the “Restricted Territories” shall mean only the Atlantic City Zone; and (ii) effective as of the date that is the fifth (5th) anniversary of the first Transfer of any Casino Property (and thereafter) the Restricted Expiration Date (as defined in the Assigned Agreement) shall be deemed to have occurred and Section 2.5 of the Assigned Agreement shall be null and void and of no further force and effect.

Collateral Agent may not assign, sublicense or pledge or in any way transfer any of its rights or obligations under this Consent and Agreement (other than to a substitute collateral agent to whom the rights and obligations of Collateral Agent under the Security Agreement have been transferred pursuant to and in accordance with the Loan Documents (as defined in the Security Agreement)). No person shall be, or be deemed to be, a third party beneficiary under this Consent and Agreement, except to the extent provided in the following sentence. This Consent and Agreement shall be binding upon each of the Trump Parties, the Grantors and the Collateral Agent and their respective successors and assigns and, subject to the terms and conditions of this Consent and Assignment, shall inure to the benefit of the Trump Parties, Grantors, the Collateral

Agent, the Secured Parties, and any permitted transferee provided for in Section (4) above. This Consent and Agreement shall be governed by and construed in accordance with the laws of the State of New York. Capitalized terms used herein which are undefined herein shall have the meanings ascribed to such terms in the Assigned Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned has duly executed this Consent and Agreement as of the date set opposite its name below.

Dated: July 16, 2010


DONALD J. TRUMP

Accepted and agreed to as of
the date first written above:

BEAL BANK, SSB, as the Collateral Agent

By: _____
Name:
Title:

Address for Notices:

6000 Legacy Drive
Plano, Texas 75024
Attn: James Erwin

**TRUMP ENTERTAINMENT RESORTS
HOLDINGS, L.P., as Grantor**

By: Trump Entertainment Resorts, Inc.,
its general partner

By: _____
Name: John P. Burke
Title: Chief Financial Officer,
Executive Vice President &
Corporate Treasurer

[Signature Page to the Consent and Agreement]

IN WITNESS WHEREOF, the undersigned has duly executed this Consent and Agreement as of the date set opposite its name below.

Dated: July 16, 2010



IVANKA TRUMP

[Signature Page to the Consent and Agreement]

72797822

IN WITNESS WHEREOF, each of the undersigned has duly executed this Consent and Agreement as of the date below.


Dated: July 16, 2010

DONALD J. TRUMP

IVANKA TRUMP

Accepted and agreed to as of
the date first written above:

Beal Bank, SSB, as the Collateral Agent

By: 
Name: Jacob Cherner
Title: Authorized Signatory

MA

Address for Notices:

6000 Legacy Drive
Plano, TX 75024
Attn: James Erwin

TRUMP ENTERTAINMENT RESORTS HOLDINGS, L.P., as Grantor

By: Trump Entertainment Resorts, Inc.,
its general partner

By: _____
Name: John P. Burke
Title: EVP & Corp. Treas.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent and Agreement as of the date set opposite its name below.

Dated: July 16, 2010

DONALD J. TRUMP

Accepted and agreed to as of
the date first written above:

BEAL BANK, SSB, as the Collateral Agent


By: _____
Name:
Title:

Address for Notices:

6000 Legacy Drive
Plano, Texas 75024
Attn: James Erwin


**TRUMP ENTERTAINMENT RESORTS
HOLDINGS, L.P., as Grantor**

By: Trump Entertainment Resorts, Inc.,
its general partner

By: 
Name: John P. Burke
Title: Chief Financial Officer,
Executive Vice President &
Corporate Treasurer

[Signature Page to the Consent and Agreement]


TRUMP ENTERTAINMENT RESORTS, INC.,
as Grantor

By: 
Name: Robert M. Pickus
Title: Chief Administrative Officer,
Secretary and General Counsel

TRUMP TAJ MAHAL ASSOCIATES, LLC,
as Grantor

By: Trump Entertainment Resorts Holdings, L.P.,
its sole member

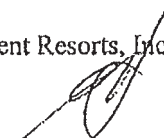
By: Trump Entertainment Resorts, Inc.,
its general partner

By: 
Name: Robert M. Pickus
Title: Chief Administrative Officer,
Secretary and General Counsel

TRUMP PLAZA ASSOCIATES, LLC,
as Grantor

By: Trump Entertainment Resorts Holdings, L.P.,
its sole member


By: Trump Entertainment Resorts, Inc.,
its general partner

By: 
Name: Robert M. Pickus
Title: Chief Administrative Officer,
Secretary and General Counsel

TRUMP MARINA ASSOCIATES, LLC,
as Grantor

By: Trump Entertainment Resorts Holdings, L.P.,
its sole member

By: Trump Entertainment Resorts, Inc.,
its general partner

By: 
Name: Robert M. Pickus
Title: Chief Administrative Officer,
Secretary and General Counsel

[Signature Page to the Consent and Agreement]

SCHEDULE I

Second Amended and Restated Trademark License Agreement

***[Final executed version to be attached, including all schedules, exhibits, amendments,
modifications, restatements and supplements]***

Exhibit D

7/24/2014

Even the casino everything looks old - Review of Trump Taj Mahal - TripAdvisor

Even the casino everything looks old - Review of Trump Taj Mahal

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"Very Old"

Review of Trump Taj Mahal



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Trump Taj Mahal

Resort | 1000 Boardwalk at Virginia Ave, Atlantic City, NJ 08401 | [Hotel amenities](#)

Ranked #11 of 61 hotels in Atlantic City
 1,718 Reviews



BlueScooterGirl
 New York City, New York

Senior Contributor

49 reviews

9 hotel reviews

Reviews in 14 cities

14 helpful votes

"Very Old"

Reviewed August 16, 2013

Memorial Weekend. The Hotel seriously needs renovation. The rooms are old and there are wear and tear everywhere. Even the casino everything looks old. They call it the Taj Mahal. Taj Mahal should look exotic and colorful. I think the Indian authorities should strip them the name. The hotel is also dirty.

We stayed in a suite and had balconies but we were not able to use them due to safety reasons. I can understand that. We had a Jacuzzi in the room and it was dirty and not maintained well. It did not even work and leaked all over the room and the carpet. Engineering had no idea what they were doing. They did not fix it and it took them almost 30 minutes to come to our room. Awful service.

I got stuck in one of the elevators with some other people for 45 minutes. The security did not realize that there is an elevator stuck until we buzzed them from the elevator intercom. He was very rude and yelling at us to be clam.

Then an FDNY officer took over. She was pleasant, unfortunately she is not employed by the Taj which I think they can learn a lot from her wonderful mannerism.

After 45 minutes in the elevator, no fan, no air and hot they managed to get us out.

Never going back there

Stayed May 2013, traveled as a couple

Value
 Location
 Sleep Quality

Rooms
 Cleanliness
 Service

Was this review helpful?

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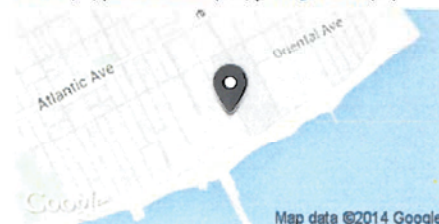
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One of the worst dumps I've ever had the... - Review of Trump Taj Mahal - TripAdvisor

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"Trump Taj"

Review of Trump Taj Mahal

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1,718 Reviews



mama27g
New York

Reviewer

5 reviews

6 hotel reviews

Reviews in 5 cities

8 helpful votes

"Trump Taj"

Reviewed July 23, 2013

One of the worst dumps I've ever had the displeasure to stay at... The front desk is woefully understaffed and incompetent.. The place needs a paint job, there are rips and tears in the wall paper, light bulbs are missing in the hallways, the carpets are filthy, the pool is gross and last night ceiling tiles fell in the hallway by the conference rooms.. Stay away from this place at all costs. Trip advisor only allows "Terrible" as the lowest rating.. This place is worse than terrible

Stayed July 2013, traveled with family

Value
Location
Sleep Quality

Rooms
Cleanliness
Service

Was this review helpful? ☒ 6
[Ask mama27g about Trump Taj Mahal](#)

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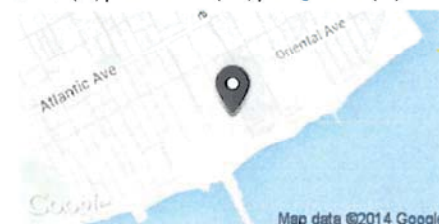
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Traveler rating

Excellent
Very good
Average
Poor
Terrible

399
571
362
217
169

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315
665
71
129

Rating summary

Sleep Quality
Location
Rooms
Service
Value
Cleanliness

Traveler tips help you choose the right room. [Room tips \(411\)](#)

7/24/2014

A nightmare in every sense of the word. - Review of Trump Taj Mahal, Atlantic City, NJ - TripAdvisor

A nightmare in every sense of the word. - Trump Taj Mahal

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Review of [Trump Taj Mahal](#)



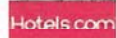
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1,718 Reviews



RashadF_13
New York City, New York
1 review

4 helpful votes

"A nightmare in every sense of the word."

Reviewed April 3, 2013

The worst experience I've ever had at a hotel in my entire life. Don't book a stay here. Let's run down everything:

Reservations (Prequel): Made a reservation for a birthday weekend and asked for a room with a jacuzzi. I was informed there were no rooms available with jacuzzi's in them. I was informed there was a spa with whirlpools and so I decided to book a room. I get the confirmation email and it informs me that \$100 per day will be deducted from my card for Room Incidental fees in addition to the regular room fees. No biggie but it would've been nice if the reservation specialist had informed me.

Day 1: We check into the room and decide it's too small and want to upgrade. Now the prices on the site go up \$20 per upgrade. They inform us on the phone that all upgrades will be \$100 off top. So we are upset because it seems we are being penalized and we are paying customers. So someone can come off street and book the same room for cheaper? Why? We go downstairs and talk to the staff again and they grudgingly agree to give us the upgraded room for a \$40 difference instead of the \$100 penalty. Now mind you, everyone in the staff has an attitude problem and respond aggressively to questions as if a fight is never too far away. We are appalled the entire way and just in shock. We check into the room and guess what? A whirlpool is in the bathroom. We are informed that we asked if there were any ROOMS with a jacuzzi. We should've asked if there were any SUITES with a jacuzzi. Right.

Upon checking in, we notice the mirrors in the bathroom are smudged and haven't been cleaned. The clock in the bedroom is also 25 minutes forward. Just tickytack unprofessionalism. There's a glob of black hair on the pillows on the bed. There are stains on the floor. Just little things to remind us that people have stayed in the room. Appalling.

I wake up in the middle of the night because there's an incessant

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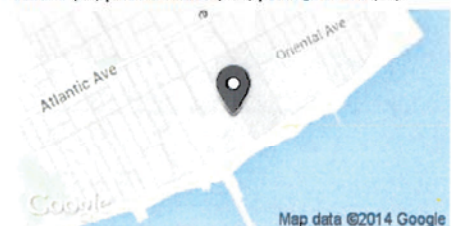


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11/24/2014

A nightmare in every sense of the word. - Review of Trump Taj Mahal, Atlantic City, NJ - TripAdvisor

buzzing coming from the bathroom. I look and it's the air circulating in the vent. The problem is the vent has a crack in it. The sound I've been hearing for hours is a towel lodged into the crack in the vent. Whoever had been there before had put a towel in the crack because the sound is even more incessantly loud without the towel lodged in the space. The staff should've seen this and repaired the vent. Hell, the staff might've been the ones who put the towel in the crack to try to hide the sound. I'm guessing they were.

Day 2:

We wake up and pull the shades back on the bedroom windows. There's a used toothbrush on the window sill. I can't make this stuff up if I tried. We order breakfast and leave to go shopping. The staff don't even acknowledge us as we leave. There's no friendliness. There's no "Hope your day is good." None of that. We come back hours later and our food is outside our door on a table. Now mind you, it's been hours. Our keys also don't work. We grudgingly go back down to the staff and we know there's gonna be some kind of conflict. Why should we as paying customers have to feel like this? We wait in line and talk to the front desk people and of course they place the blame on us. I've never experienced this in my life. They ask how we put the keys in, are we sure they don't work, etc etc. We start telling the front desk agent about our other complaints and he leaves suddenly and gets the manager. She comes out with a confused look on her face. All the workers are hovering around and staring at us. It's almost like a stand-off and I'm not even exaggerating. The manager takes us to the side and we fully explain everything that's been going on. She seems genuinely stunned. She graciously offers to upgrade our suite for no upgrade fee. We accept. We check into our new suite and it's a very nice upgrade. Ok.

Day 3:

We go downstairs to check out. Mind you, we were thinking about staying but decide to just cut our losses and leave this place. We go to front desk to check out and the young lady takes our keys and prints our bill. She looks ferociously at the screen as she's reading some sort of notes on us. I assume it's our complaints and our upgrade. Her face immediately turns hostile and she slams the bill in front of me and says my card got charged a fee that certainly seems much higher than what the rooms were. We review the bill and ask questions about the bill. She responds aggressively to every question and even starts yelling. I immediately ask for a manager as she is clearly hostile and keeps cutting me off. She slams her pen down without a word and disappears to the back. The same manager from the night before comes out and she has a look on her face like, "Oh my God, these people again." The front desk girl is behind her and aggressively staring me down as if she wants to fight. Again, we are shocked and feel pushed into a corner. Why should paying customers feel this way? She explains the bill and we all see that the fee is NOT what the young lady had stated to us. The young girl had taken the liberty to add the \$200 in incidental fees to the tally. She did it on purpose to try to rile us up and it worked as she smirked when we all realized this. We kinda walked out of the lobby like, "What just happened?" How could such a weekend turn into a nightmare? How could an establishment make us feel so low as we leave? I've never experienced anything like this in my life. Not once did we use profanity to anyone in the staff. There's no way we should've been treated this way or even allowed to leave feeling confused and stunned by all of this. The Trump Taj Mahal is the worst hotel I've ever been to and it's all because of the staff and their negligence. They cut corners, they're needlessly aggressive, and they take an "Us vs. Them" philosophy. I'm appalled that so much has happened as I even reflect on the weekend. It was the worst weekend of my life. They have no right to treat people this way.

Room Tip: Stay anywhere else but here. The staff go out of their way to show you that they don't care. An...

[See more room tips](#)

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Hotels around Atlantic City



Bally's Atlantic City
3.0 out of 5, 1,957 reviews
Last reviewed Jul 24, 2014



Showboat Casino Hotel
3.0 out of 5, 1,454 reviews
Last reviewed Jul 24, 2014



Days Inn Atlantic City Beachblock
2.5 out of 5, 162 reviews
Last reviewed Jul 22, 2014



Howard Johnson Atlantic City West
2.5 out of 5, 137 reviews
Last reviewed Jul 23, 2014



Knights Inn Atlantic City
2.5 out of 5, 100 reviews
Last reviewed Jul 23, 2014



Atlantic Palace
3.0 out of 5, 335 reviews
Last reviewed Jul 22, 2014



Baymont Inn & Suites Atlantic City
2.0 out of 5, 68 reviews
Last reviewed Jul 21, 2014



Days Inn Atlantic City OceanFront
3.0 out of 5, 351 reviews
Last reviewed Jul 22, 2014



Super 8 Atlantic City
2.5 out of 5, 193 reviews
Last reviewed Jul 16, 2014



Red Carpet Inn Atlantic City
2.5 out of 5, 27 reviews
Last reviewed Jul 13, 2014



Flagship Resort
3.0 out of 5, 556 reviews
Last reviewed Jul 11, 2014

7/24/2014

When we arrived in the room, it was filthy - Review of Trump Taj Mahal - TripAdvisor

When we arrived in the room, it was filthy - Review of Trump Taj Mahal

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"Trump should be fired!"

Review of Trump Taj Mahal



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 1,718 Reviews



Richard W
 Arlington Heights, Illinois
 1 review

1 helpful vote

"Trump should be fired!"

Reviewed March 5, 2013

My name is Rich. I had never been to Atlantic City before and was looking forward to this trip. It was the most terrible hotel experience I've ever had (March 1st - March 3rd, 2013) at any hotel. When we arrived in the room, it was filthy. The floor appeared as though it hadn't been vacuumed for over a month - garbage and dirt on the floor - you were afraid to walk around barefoot. There was dust on everything - positively disgusting. Then to my dismay, there was no heat in the room. We called down to the desk about the heat and was told they were working on it. Needless to say we didn't have any heat in the room until mid-afternoon. It was so cold in the room we couldn't take a shower. The bathtub had stains in it and the toilet had a ring around the bowl. There was very little water pressure for taking a shower. I was so disgusted with all of it, I asked for my money back because this is not what I had paid for. Over \$200 a night for a filthy dirty room and bad customer service. The supervisor I spoke with said he couldn't give me my money back but instead he gave me two free buffets - one for my companion and one for me. What kind of service is that!!!! This is supposed to be a 4 star hotel and instead it was a 4 star dump. Trump should be FIRED!!! for owning such a hotel like this and employing such rude lazy people.

I will NEVER come back to this hotel.

Room Tip: Don't ever stay at this hotel. Trump and his employees don't care about enough about their...

[See more room tips](#)

Stayed March 2013, traveled with friends

Value
 Location
 Sleep Quality

Rooms
 Cleanliness
 Service

Was this review helpful? ☒ 1

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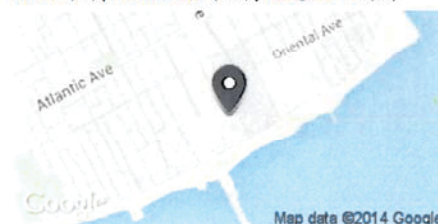
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Mr. Trump should be ashamed - Review of Trump Plaza Hotel and Casino, Atlantic City, NJ - TripAdvisor

Mr. Trump should be ashamed - Trump Plaza Hotel and Casino

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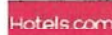
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Trump Plaza Hotel and Casino

Hotel | Boardwalk At Mississippi Ave.,
 Atlantic City, NJ 08401 | Hotel amenities

Ranked #29 of 61 hotels in Atlantic City

1,078 Reviews



Harry1968_12
 Levittown, Pennsylvania
 1 review

"Mr. Trump should be ashamed"

Reviewed August 20, 2012

The room wasn't ready for us...at 4:30PM. The cleaning lady finished vacuuming and the room smelled awful. A terrible musty smell stayed in the room. The air conditioning unit wasn't working correctly and I had to call someone to the room to look at it. It still didn't keep the room cool after he changed the filter. The bathroom was disgusting, as you'll see. Black mold on the ceiling in the shower and black gunk on the caulk surrounding the tub. The shower is way too low and the water didn't drain quickly during shower. The sink pressure was nonexistent, with no hot water coming from the sink. I felt as though I was at a low-end motel. For \$300, what a ripoff. There's a reason why I usually go to the Borgata. I'll never stay there again. We stayed in room 2008. Avoid it at all costs!

Room Tip: Don't stay in room 2008![See more room tips](#)

Stayed August 2012, traveled as a couple

Value
 Location
 Sleep Quality

Rooms
 Cleanliness
 Service

Was this review helpful? [Ask Harry1968_12 about Trump Plaza Hotel and Casino](#)

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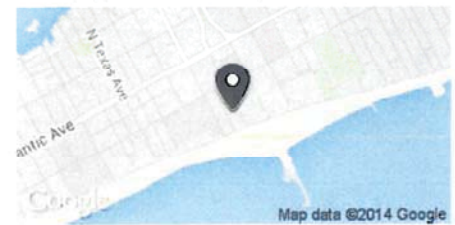


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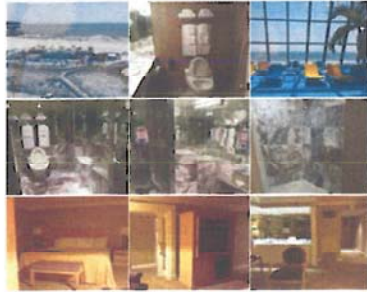
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Review of Trump Plaza Hotel and Casino



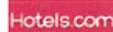
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1,078 Reviews



Denise S.
Clark, New Jersey

2 reviews

1 helpful vote

"Trump should be embarrassed to have his name on this hotel"

Reviewed July 19, 2013

The staff would not allow us to check in before 1 pm. Common areas had dirty and threadbare carpets. Room decor was 25 years outdated with water stained walls, cigarette burns on the bedspreads and carpet in main room (in a non-smoking room) and chipped tile floors and corroded fixtures in bath. AC was working poorly. Pool would only allow kids to swim between 2 and 6:45.

Also, I originally booked the room directly through their web site which was easy- until I had to alter the reservation. It would not allow me to alter it online and I had to call. The reservation staff could not alter the reservation- only cancel it outright and I had to completely re-book as it was a new reservation, of course at a higher rate. Reservations agents and supervisor were not at all helpful or accommodating. Donald Trump would never stay at a hotel in this poor condition. This place seriously needs a total overhaul. The only thing going for this place is the location.

Stayed July 2013, traveled with family

Value
Location
Sleep Quality

Rooms
Cleanliness
Service

Was this review helpful?
[Ask Denise S about Trump Plaza Hotel and Casino](#)

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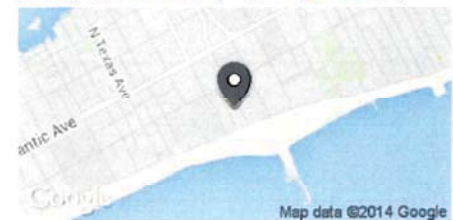
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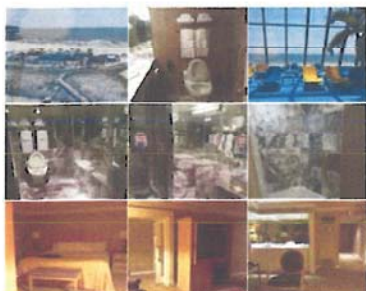
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Review of Trump Plaza Hotel and Casino



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anoblekree
Virginia Beach, Virginia

Senior Reviewer

9 reviews

Reviews in 3 cities

4 helpful votes

"Trump Dump"

Reviewed August 6, 2013

The lobby was nice but the second we stepped onto the elevator we knew we had made a mistake. There were stains all over the carpet and the smell was horrid. The room also smelled bad and had stained carpets and bedding. The tub was peeling?!? not sure how that happened it kind of looked like they had painted the tub in an attempt to cover it up. There is also a bar and music show right outside the windows. If you plan on sleeping anytime before midnight - guess again. We checked out after one night and moved down to the RFVFI where we enjoyed the rest of the vacation. Please, please don't ruin your vacation by booking here. I thought by having the Trump name it would have to be descent - I was wrong.

Room Tip: Ocean front rooms are noisy![See more room tips](#)

Stayed July 2013, traveled as a couple

Value
Location
Sleep Quality

Rooms
Cleanliness
Service

Was this review helpful? ☒ Yes ☐ No

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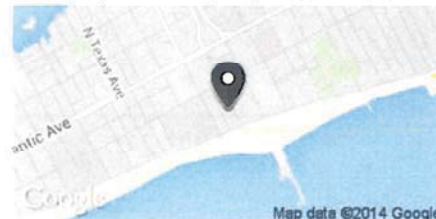
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102

Families

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Location

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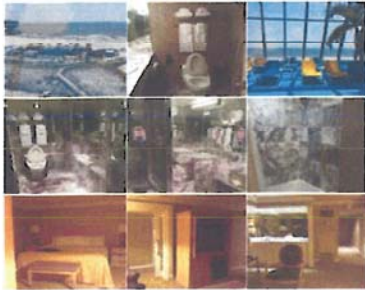
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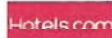
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1,078 Reviews



MeganD99
Wayne, NJ

Contributor

14 reviews

8 hotel reviews

Reviews in 9 cities

18 helpful votes

"Trump's Dump!"

Reviewed September 15, 2013 via mobile

From the moment we walked into the elevator, it smelled like vomit. When we got to our floor that the room was on, there were stains all over the walls and rug and peeling wallpaper. The shower had pubic hair (not ours) on the walls and ceiling. The bathtub was peeling and there was mildew on the walls. Completely disgusting...it is amazing that they charge what they do for the room.

Also, even though we were on the sixteenth floor, the street noise, including trucks beeping and honking, woke us up at 6:30 am...so much for a romantic stay on our anniversary.

Yuck...NEVER AGAIN!

Stayed September 2013, traveled as a couple

Was this review helpful? ☐ Yes ☒ No 1

[Ask MeganD99 about Trump Plaza Hotel and Casino](#)

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1,957 Reviews
Atlantic City, Jersey Shore



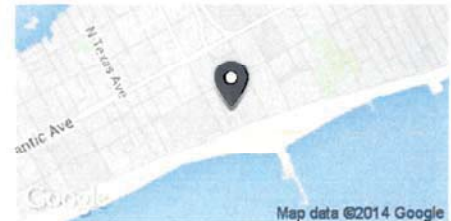
[Caesars Atlantic City](#)
1,567 Reviews
Atlantic City, Jersey Shore



[Showboat Casino Hotel](#)
1,454 Reviews
Atlantic City, Jersey Shore

Browse nearby

[Hotels \(61\)](#) | [Restaurants \(347\)](#) | [Things to Do \(83\)](#)



[Interactive map](#)

1,078 people have reviewed this hotel

[Write a Review](#)

Traveler rating

Excellent

102

Very good

200

Average

255

Poor

272

Terrible

249

See reviews for

Families

198

Couples

419

Solo

51

Business

69

Rating summary

Location

Sleep Quality

Rooms

Service

Value

Cleanliness

Exhibit E

Trump AC Casino Marks LLC

725 Fifth Avenue, 26th Floor
New York, NY 10022

October 7, 2013

Trump Entertainment Resorts Holdings, L.P.,
Trump Taj Mahal Associates, LLC,
Trump Plaza Associates, LLC, and
Trump Marina Associates, LLC
c/o Trump Entertainment Resorts, Inc.
1000 Boardwalk at Virginia
Atlantic City, New Jersey 08401
Attention: Chief Executive Officer
(via overnight mail, certified mail, return receipt requested and facsimile (212) 688-0397)

Trump Entertainment Resorts, Inc.
1000 Boardwalk at Virginia
Atlantic City, New Jersey 08401
Attention: Chief Executive Officer
(via overnight mail, certified mail, return receipt requested and facsimile (212) 688-0397)

Re: Second Amended and Restated Trademark License Agreement (the "**TLA**") between Trump AC Casino Marks LLC ("**Licensor**") (as successor-in-interest to Donald J. Trump and Ivanka Trump) and Trump Entertainment Resorts, Inc. ("**Company**"), Trump Entertainment Resorts Holdings, L.P. ("**Trump Holdings**"), Trump Taj Mahal Associates, LLC ("**Trump Taj Mahal Associates**"), Trump Plaza Associates, LLC ("**Trump Plaza Associates**"), and Trump Marina Associates, LLC ("**Trump Marina Associates**") (Company, Trump Holdings, Trump Taj Mahal Associates, Trump Plaza Associates and Trump Marina Associates are collectively referred to herein as the "**Licensee Entities**") dated as of July 16, 2010 (the "**TLA Date**")

Property: Trump Plaza

Ladies and Gentlemen:

Reference is made to the TLA. All capitalized terms not defined herein shall have the meanings ascribed to such terms in the TLA.

As you are aware, we sent you a letter on February 11, 2013 (the "**February Letter**"), noting that the LRA Report (as defined in the February Letter) indicated a serious decline in the quality of Trump Plaza and alerting you that we were in the process of evaluating the LRA Report and our rights and remedies with respect thereto. As you know, the LRA Report was prepared by LRA Worldwide, Inc., a Quality Assurance Consultant under the TLA. Our evaluation of the quality of Trump Plaza has also included a review of Trump Plaza guest stay reports on TripAdvisor, one of the world's largest travel sites which provides reviews from real travelers.

Trump Entertainment Resorts Holdings, L.P., et al.
October 7, 2013
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Based on the LRA Report, guest stay reports on TripAdvisor and other factors, it is clear that the Licensee Entities have breached various sections of the TLA, including without limitation, Sections 4.1.5, 4.1.6 and 5.1.4.

With respect to clause (i) of Section 4.1.5 and Section 5.1.4, Schedule A of this letter includes examples of guest stay reports on TripAdvisor evidencing that the use of the Trump Names, Licensed Marks, et alia, and the activities of the Licensee Entities at Trump Plaza, have, in each case, been inconsistent with, and have resulted in harm to, the reputation of the Trump Names.

With respect to clause (ii) of Section 4.1.5, as required by Section 4.2.1, Schedule B lists, in reasonable detail (but without limitation), instances of deterioration in the physical quality of Trump Plaza since the TLA Date. In addition, Schedule A also includes excerpts of guest stay reports on TripAdvisor that further evidence the poor condition and physical deterioration of Trump Plaza.

With respect to Section 4.1.6, the overall score and hotel facility requirements score for Trump Plaza (as shown in the LRA Report) evidence a violation of the obligation of the Licensee Parties to maintain a quality rating for Trump Plaza as required under Section 4.1.6.

Note that Schedule A is meant to illustrate only a few of the uses and activities that harm the reputation of the Trump Names, Licensed Marks, et alia. Schedules A and B are meant to illustrate only a few of the many instances of deterioration in the physical quality of Trump Plaza. Neither Schedule A nor B is meant to be an exhaustive list.

Upon a breach of any of Sections 4.1.5, 4.1.6 and/or 5.1.4, the Licensee Entities shall have the obligation to cure such breach in accordance with the terms of the TLA, including without limitation, Sections 4.2.1 and 4.1.6.

Therefore, Licensor demands that the Licensee Entities cure (i) all breaches under Sections 4.1.5 and 5.1.4 within ten (10) business days of the date hereof, as required under Section 4.2.1, and (ii) all breaches under Section 4.1.6 within ninety (90) days of the date hereof, as required under Section 4.1.6 (except for those breaches which are also breaches under Section 4.1.5, which breaches shall be cured within 10 business days of the date hereof, in accordance with clause (i) above).

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Trump Entertainment Resorts Holdings, L.P., et al.
October 7, 2013
Page 3 of 10

Please be advised that nothing contained herein is intended to nor shall waive any rights or remedies which Licensor may have, either pursuant to the TLA or under applicable law, including, without limitation with respect to damages under Section 10.4 of the TLA and any other applicable provisions of the TLA, all of which Licensor expressly reserves; nor shall anything contained herein constitute a waiver of any other defaults by the Licensee Entities which may exist under the TLA.

Very truly yours,

Trump AC Casino Marks LLC

By: 

Ivanka Trump, Executive Vice President

CC: Robert Griffin, CEO
Trump Entertainment Resorts, Inc.
(via electronic mail, Robert.Griffin@trump.com)

Trump Entertainment Resorts Holdings, L.P., et al.
October 7, 2013
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Schedule A

"Trump's Dump!"

Reviewed September 15, 2013

From the moment we walked into the elevator, it smelled like vomit. When we got to our floor that the room was on, there were stains all over the walls and rug and peeling wallpaper. The shower had pubic hair (not ours) on the walls and ceiling. The bathtub was peeling and there was mildew on the walls. Completely disgusting...it is amazing that they charge what they do for the room. ...

"Gross!"

Reviewed September 9, 2013

... It's so gross. The toilet didn't work. We actually didn't even stay the night because I was so grossed out by how the dirty the bathroom was.

"Don't do it! Gross"

Reviewed September 8, 2013

... They put us in the "newest" tower, which is far from NEW. The windows were filthy and we could hardly see out. We had family in a room a few doors away and they actually had a hole in the ceiling by the window, open to the sky! Maintenance said it was due to tropical storm damage but would not move their room. ...

This place is just gross. The beds were lumpy, it was old and dirty ...

"Trump Dump"

Reviewed August 6, 2013

... There were stains all over the carpet and the smell was horrid. The room also smelled bad and had stained carpets and bedding. The tub was peeling?!? not sure how that happened it kind of looked like they had painted the tub in an attempt to cover it up. I thought by having the Trump name it would have to be descent - I was wrong.

"Not worth even a penny"

Reviewed August 3, 2013

Everything from the room to the service was worse than horrible. The bathtub had dirt in it and it took an hour and a half and four phone calls to get anyone to the room. A roach motel off the boardwalk is a better bet.

"Where is the wrecking ball?!"

Reviewed July 30, 2013

... The towels stank, the bed stank, the pillow stank, the rugs were dirty and had burns in it. The bedding was dirty. The bathroom was horrendous. The whole room was just the worst thing ever! Free room or not, I am never returning! ...

Trump Entertainment Resorts Holdings, L.P., et al.
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"trump is a dump"

Reviewed July 28, 2013

the motel 6 is better. The bathroom was terrible. The bathtub was peeling all over, pillows were flat, no comforter for bed, old tv, no ice on our floor. Totally disgusted! ... Donald needs to be fired from the hotel business...

"TRUMP THE DUMP - STAY AWAY"

Reviewed July 19, 2013

... Dirty, dingy, filthy, disgusting, gross, putrid etc etc. The most disgusting rooms Ive ever seen in a major casino hotel. The entire casino is WAY past its demolition time. You couldn't pay me to stay here again. ...

"Trump should be embarrassed to have his name on this hotel"

Reviewed July 19, 2013

... Common areas had dirty and threadbare carpets. Room decor was 25 years outdated with water stained walls, cigarette burns on the bedspreads and carpet in main room (in a non-smoking room) and chipped tile floors and corroded fixtures in bath....

Donald Trump would never stay at a hotel in this poor condition. This place seriously needs needs a total overhaul. ...

"Don't waste your time."

Reviewed June 2, 2013 via mobile

... The rooms are dated, as well as the smelly carpet that looks as if it hasn't been changed since Trump Plaza has opened. The toilet seat looked as if someone was trying to carve their names into the seat. The wallpaper was dingy and dirty, and the room was gloomy and depressing. Within the two days that we stayed and I called room service twice for new towels the first night, and after 30mins of waiting and no one showing up, my fiancé had to go find someone in house keeping to get the towels. Nothing was replenished including toilet tissue or the tissue box that was almost empty when we checked in on our first day. ...

"Tripadvisor spoke the truth..."

Reviewed May 22, 2013

... We ... were greeted by water leaking from the roof in the walkway from the parking. ... Everywhere in the hotel there was a strange smell and it seemed that the windows and the staff were the only things not covered in dirty carpets from the last century. ... The room itself also greeted us with a horrible stench... Mr. Trump: clean this place up or close it down - it's a disgrace!

"Trump, You're Fired!!!"

Reviewed April 8, 2013

... The carpets were old, the bed and sheets were ancient, the walls were marked up, the fixtures and lamps were faded-looking like I walked into an antique shop.

The worst part about the room was that it smelled as old as it looked and the air quality was so bad it instantly made me congested and irritated my throat.
It was nothing short of a nightmare.

Trump Entertainment Resorts Holdings, L.P., et al.
October 7, 2013
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"Free is too much to pay!"

Reviewed February 18, 2013

... The front desk staff ... were clueless to any information regarding the hotel, ammenties, services, and events in the area. Requested extra blankets and pillows at least 4 times but did not receive them until 7 hours after ck-in Hair in the bathroom, stains on bedspreads and sheets. Smoke alarm hanging off wall. Dust and dirt windows, around fridge (which does not get cold), and bathroom. Provided with a laundry bag for the ice bucket and trasheans. Hotel Information channels 15 & 29 did not work and of course no remote. Finally they could not print me a receipt to verify my account had be settled. The hotel is out dated and in serious need of a renovation (rooms & staff).

"Trump Plaza er sorry no....Dump Plaza"

Reviewed December 12, 2012

If you are a fan of very old decor, appauling air circulation, rotten grout in showers, broken shower doors...then this is the place for you...Pool and fitness center CLOSED...Love this city and have been coming here for teh past 7 years and I can safely say...wont be staying here again.

...

"The Trump is a Dump"

Reviewed November 12, 2012

This was undoubtedly one of the worst hotel experiences we've ever had...The hotel is dirty, ugly, falling apart, unmaintained...Our first room had no power. The second had a barely working toilet...

"Outdated is an understatement"

Reviewed October 14, 2012

This place is horrible...dirty carpets, linens, burnt drapery; disgusting bathroom, rusty knobs, moldy sink, bathtub and the entire bathroom area...I remember the days when Trump's name used to represent luxury, at least for this property that is no longer the case. ...

"hotel room and casino"

Reviewed August 30, 2012

... Bathroom was totally disgusting, mold all around the caulk on tub and tile. Shower would not turn on as lever was broken and sliding freely, resulting in standing in the tub and trying to wash up best as possible...Rust on soap dish and all around the chrome in overhead lighting. Toilet tank cover cracked. Tub peeling and disgusting, no way I would take a bath in it..Overall, I would never stay there again if free.

"Donald, You are Fired!"

Reviewed August 20, 2012

... Hotel was pricey but the expectation was that the Trump name defined luxury, quality and service...Room in bad need of updating. Carpet and furniture completely worn out...Air conditioning not effective. Could not get the room to cool down...The mattresses were worn completely to the point that one side is much higher than the other...Toilet lid in the bathroom was broken...Mold in the shower and the shower curtain...For a company that markets themselves as a proprietor of luxury , high end realestate I must say the Trump Plaza is a complete failure. The complete disregard for building maintenance is a testament as to the attitude the proprietor has towards it's customers. Not only will I never stay at another Trump

Trump Entertainment Resorts Holdings, L.P., et al.
October 7, 2013
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hotel, based upon this experience I would never consider buying into a Trump condo building...Donald, You are fired!

"Mr. Trump should be ashamed"

Reviewed August 20, 2012

... The air conditioning unit wasn't working correctly...The bathroom was disgusting...Black mold on the ceiling in the shower and black gunk on the caulk surrounding the tub...The sink pressure was nonexistent, with no hot water coming from the sink. I felt as though I was at a low-end motel...I'll never stay there again...Avoid it at all costs!

"Don't stay at the Trump Plaza"

Reviewed August 15, 2012

I just came home from a conference and we stayed at the Trump Plaza from Aug. 13-Aug 15. The accommodations were horrible. That is, unless you don't mind black mold on the ceiling of the bathrooms or conference rooms or on the grout in the shower. And you can stay here if you don't mind sleeping in a mushy bed with holes in the sheets. Maybe you don't mind a room that doesn't get dusted behind the furniture. My friend went to plug in her phone charger behind the night table and she saw dust that must have been there for years! I know I'll never stay here again, and you should consider to do the same. Donald Trump should be ashamed of himself!

"Old, Rundown, & Disgusting"

Reviewed August 10, 2012

Having never stayed in AC before, I wasn't sure what to expect. When I heard I was staying at the Trump Plaza, I envisioned luxury and richness because of the "Trump" name. I was totally shocked by what I actually experienced...Upon entering the hallways, we were greeted with the lovely aroma of stale cigarettes, and filth everywhere. Maybe the cleaners hadn't been there yet, although it was almost 9pm. Did the elevator go thru the Twilight Zone on our way up perhaps, and left us in a dump on the bad side of town? I was hoping the room was better than the hallway...it just HAD to be! The room did smell a bit better, and seemed okay from 1st glance, however my bubble of hope was soon popped. The carpets had stains on them, and there was dust on everything I touched...It was like staying in a flea bag motel off the side of a highway someplace where there really was no other options...Donald Trump, you really need to take a walk through this dump someday, and see what your name is actually on...Let me just say in closing, that I would Not recommend Trump Plaza in AC to my worst enemy. Stay ANYWHERE else. I'm sure the Budget Inn in downtown AC would have been better...Please Mr. Trump...spend some of your millions and refurbish this "TRUMP DUMP"

"* trump plaza casino hotel in dire straits*"

Reviewed August 10, 2012

this use to be a very good place to go we have been here numerous times, management is highly overlooking what made this place great to begin with, the rooms are in serious need of renovations, and are not being cleaned & maintained properly. ...

"Dump Plaza"

Reviewed July 13, 2012

... Very run down on the outside of the building. You can't go ten feet without observing some portion of the building damaged. Structures intended to be filled with flowers, etc are now garbage cans and ash trays. Totally disgusting. ...

Trump Entertainment Resorts Holdings, L.P., et al.
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"DO NOT Get breakfast from the Beach bar..."

Reviewed June 10, 2012

... I highly suggest skipping this stop on your trip to AC and I think Donald Trump should be ashamed that his name is associated with this place

"Rain in the Room!!"

Reviewed May 5, 2012

The Trump Plaza should not carry the Trump name. I'm sure he would be embarrassed if he ever stayed there...I've stayed at the Trump in Vegas and this place is joke compared to that one! Just because it has the Trump name, don't expect to see to see class. Expect to see an old, worn down hotel that is that second rate facilities and rooms.

"Needs work - everything is dated"

Reviewed March 26, 2012

We stayed at the Trump Plaza this past weekend to go to an event next door at Boardwalk Hall. We did the same thing 2 years ago and the Trump Plaza has continued to age badly since that last visit...Everything is dated - the shower hardware, holes in the bathroom that used to hold something up that were never patched, wallpaper peeling back...

"Junky property, almost all restaurants on site closed"

Reviewed February 21, 2012

... The room, a standard double, had an age worn carpet and the bathroom looked like it was under construction. The marble placed on the edge of the peeling bath tub was jagged and looked like it was about to fall off. I tested it to be sure it wouldn't fall on me while bathing and was disgusted though relieved to see that it while crooked and jagged, it was fused onto the crumbling edge and wasn't going anywhere. There was a yellowed no-slip pad half curled up sitting ominously in the paint peeled tub...We will not be returning. Ever.

Trump Entertainment Resorts Holdings, L.P., et al.
October 7, 2013
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Schedule B

Exterior Building Area

- Deterioration of exterior elements and level of curb appeal
- Deterioration in nature, form and function of structure
- Flags at hotel entrance not clean or well maintained
- Entry doors not clean and exterior walls not in good condition
- As observed from the boardwalk, entrances dark and uninviting
- Water leaks, including some severe water leaks, noted at various windows, and near windows

Lobby, Public Areas and Guestroom Corridors

- Deterioration of floors, carpet and padding
- Deterioration of decorative treatments and design enhancements on walls and in elevators
- Upholstered furniture in lounge/bar not in good condition
- Restrooms throughout property had oxidized chrome and damaged walls, partitions, counters and cabinets
- Residue, dust, debris and stains reported throughout public areas, including vending areas
- Guest corridor ceilings and light fixtures indicated wear and tear
- Dust and grime located alongside and in the escalator stair grooves and in the ceiling vents in the lobby
- Signage not updated with regard to current food outlets
- Unpleasant odors evident in the parking lot elevators
- Carpet on skywalk leading from the self parking area was worn, buckled and stained

Pool Area/Spa Conditions

- Damage and wear to pool area ceiling
- Sauna had graffiti engraved in the wood
- Roman shower walls had chipped tiles

Meeting Rooms

- Carpet severely worn and split at the seams with tape used for repair
- Banquet chairs scarred and scraped
- Deterioration in condition of meeting rooms

Guestrooms

- Residue, dust, debris and stains reported on bed covers, carpet, window treatments, light fixtures, telephones, televisions, bathrooms and other guestroom areas
- Wood baseboards not in place
- Bathroom fixtures and mirrors not clean
- Bathroom ceilings not in good repair
- Bathroom toilets did not flush properly
- Hotel and guest services directories not available
- Decline in availability of microwaves
- Case goods were scarred, chipped and generally worn
- Mattresses and pillows not in good condition
- Couches in suites severely worn with misshapen cushions

Trump Entertainment Resorts Holdings, L.P., et al.
October 7, 2013
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- Heavy smoke odor in non-smoking rooms
- Lighting issues in bathrooms
- Carpet was worn and pile tamped flat

Trump AC Casino Marks LLC

725 Fifth Avenue, 26th Floor
New York, NY 10022

October 7, 2013

BY HAND

Icahn Agency Services, LLC
767 Fifth Avenue
47th Floor
New York, New York 10153
Attention: Keith Cozza

Re: Trump Plaza

Dear Mr. Mattner:

Reference is made to the July 16, 2010 Consent and Agreement (the "*Consent*"). Capitalized terms used herein which are undefined herein shall have the meaning ascribed to such terms in the Consent.

In accordance with Sections (2) and (3) of the Consent, please find attached a default letter (the "*Default Letter*") from Trump AC Casino Marks LLC ("*Trump Marks*") to Grantors.

Please be advised that nothing contained herein is intended to nor shall waive any rights or remedies which Trump Marks may have, either pursuant to the Consent, the Assigned Agreement or under applicable law, including, without limitation with respect to damages under Section 10.4 of the Assigned Agreement and any other applicable provisions of the Assigned Agreement, all of which Trump Marks expressly reserves; nor shall anything contained herein constitute a waiver of the defaults enumerated in the Default Letter or any other defaults by Grantors which may exist under the Assigned Agreements.

Very truly yours,

Trump AC Casino Marks LLC

By: 

Ivanka Trump, Executive Vice President

CC: Icahn Agency Services, LLC
767 Fifth Avenue
47th Floor
New York, New York 10153
Attention: Edward Mattner
(via hand delivery)

Default Letter to be Delivered to Grantors Simultaneously Herewith

[Attached Hereto]

Trump AC Casino Marks LLC

725 Fifth Avenue, 26th Floor
New York, NY 10022

October 7, 2013

Trump Entertainment Resorts Holdings, L.P.,
Trump Taj Mahal Associates, LLC,
Trump Plaza Associates, LLC, and
Trump Marina Associates, LLC
c/o Trump Entertainment Resorts, Inc.
1000 Boardwalk at Virginia
Atlantic City, New Jersey 08401
Attention: Chief Executive Officer
(via overnight mail, certified mail, return receipt requested and facsimile (212) 688-0397)

Trump Entertainment Resorts, Inc.
1000 Boardwalk at Virginia
Atlantic City, New Jersey 08401
Attention: Chief Executive Officer
(via overnight mail, certified mail, return receipt requested and facsimile (212) 688-0397)

Re: Second Amended and Restated Trademark License Agreement (the "TLA") between Trump AC Casino Marks LLC ("*Licensor*") (as successor-in-interest to Donald J. Trump and Ivanka Trump) and Trump Entertainment Resorts, Inc. ("*Company*"), Trump Entertainment Resorts Holdings, L.P. ("*Trump Holdings*"), Trump Taj Mahal Associates, LLC ("*Trump Taj Mahal Associates*"), Trump Plaza Associates, LLC ("*Trump Plaza Associates*"), and Trump Marina Associates, LLC ("*Trump Marina Associates*") (Company, Trump Holdings, Trump Taj Mahal Associates, Trump Plaza Associates and Trump Marina Associates are collectively referred to herein as the "*Licensee Entities*") dated as of July 16, 2010 (the "*TLA Date*")

Property: Trump Plaza

Ladies and Gentlemen:

Reference is made to the TLA. All capitalized terms not defined herein shall have the meanings ascribed to such terms in the TLA.

As you are aware, we sent you a letter on February 11, 2013 (the "*February Letter*"), noting that the LRA Report (as defined in the February Letter) indicated a serious decline in the quality of Trump Plaza and alerting you that we were in the process of evaluating the LRA Report and our rights and remedies with respect thereto. As you know, the LRA Report was prepared by LRA Worldwide, Inc., a Quality Assurance Consultant under the TLA. Our evaluation of the quality of Trump Plaza has also included a review of Trump Plaza guest stay reports on TripAdvisor, one of the world's largest travel sites which provides reviews from real travelers.

Trump Entertainment Resorts Holdings, L.P., et al.
October 7, 2013
Page 2 of 10

Based on the LRA Report, guest stay reports on TripAdvisor and other factors, it is clear that the Licensee Entities have breached various sections of the TLA, including without limitation, Sections 4.1.5, 4.1.6 and 5.1.4.

With respect to clause (i) of Section 4.1.5 and Section 5.1.4, Schedule A of this letter includes examples of guest stay reports on TripAdvisor evidencing that the use of the Trump Names, Licensed Marks, et alia, and the activities of the Licensee Entities at Trump Plaza, have, in each case, been inconsistent with, and have resulted in harm to, the reputation of the Trump Names.

With respect to clause (ii) of Section 4.1.5, as required by Section 4.2.1, Schedule B lists, in reasonable detail (but without limitation), instances of deterioration in the physical quality of Trump Plaza since the TLA Date. In addition, Schedule A also includes excerpts of guest stay reports on TripAdvisor that further evidence the poor condition and physical deterioration of Trump Plaza.

With respect to Section 4.1.6, the overall score and hotel facility requirements score for Trump Plaza (as shown in the LRA Report) evidence a violation of the obligation of the Licensee Parties to maintain a quality rating for Trump Plaza as required under Section 4.1.6.

Note that Schedule A is meant to illustrate only a few of the uses and activities that harm the reputation of the Trump Names, Licensed Marks, et alia. Schedules A and B are meant to illustrate only a few of the many instances of deterioration in the physical quality of Trump Plaza. Neither Schedule A nor B is meant to be an exhaustive list.

Upon a breach of any of Sections 4.1.5, 4.1.6 and/or 5.1.4, the Licensee Entities shall have the obligation to cure such breach in accordance with the terms of the TLA, including without limitation, Sections 4.2.1 and 4.1.6.

Therefore, Licensor demands that the Licensee Entities cure (i) all breaches under Sections 4.1.5 and 5.1.4 within ten (10) business days of the date hereof, as required under Section 4.2.1, and (ii) all breaches under Section 4.1.6 within ninety (90) days of the date hereof, as required under Section 4.1.6 (except for those breaches which are also breaches under Section 4.1.5, which breaches shall be cured within 10 business days of the date hereof, in accordance with clause (i) above).

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Trump Entertainment Resorts Holdings, L.P., et al.
October 7, 2013
Page 3 of 10

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Very truly yours,

Trump AC Casino Marks LLC

By:  _____
Ivanka Trump, Executive Vice President

CC: Robert Griffin, CEO
Trump Entertainment Resorts, Inc.
(via electronic mail, Robert.Griffin@trump.com)

Trump Entertainment Resorts Holdings, L.P., et al.
October 7, 2013
Page 4 of 10

Schedule A

"Trump's Dump!"

Reviewed September 15, 2013

From the moment we walked into the elevator, it smelled like vomit. When we got to our floor that the room was on, there were stains all over the walls and rug and peeling wallpaper. The shower had pubic hair (not ours) on the walls and ceiling. The bathtub was peeling and there was mildew on the walls. Completely disgusting...it is amazing that they charge what they do for the room, ...

"Gross!"

Reviewed September 9, 2013

... It's so gross. The toilet didn't work. We actually didn't even stay the night because I was so grossed out by how the dirty the bathroom was.

"Don't do it! Gross"

Reviewed September 8, 2013

... They put us in the "newest" tower, which is far from NEW. The windows were filthy and we could hardly see out. We had family in a room a few doors away and they actually had a hole in the ceiling by the window, open to the sky! Maintenance said it was due to tropical storm damage but would not move their room. ...

This place is just gross. The beds were lumpy, it was old and dirty ...

"Trump Dump"

Reviewed August 6, 2013

... There were stains all over the carpet and the smell was horrid. The room also smelled bad and had stained carpets and bedding. The tub was peeling?!? not sure how that happened it kind of looked like they had painted the tub in an attempt to cover it up. I thought by having the Trump name it would have to be descent - I was wrong.

"Not worth even a penny"

Reviewed August 3, 2013

Everything from the room to the service was worse than horrible. The bathtub had dirt in it and it took an hour and a half and four phone calls to get anyone to the room. A roach motel off the boardwalk is a better bet.

"Where is the wrecking ball?!"

Reviewed July 30, 2013

... The towels stank, the bed stank, the pillow stank, the rugs were dirty and had burns in it. The bedding was dirty. The bathroom was horrendous. The whole room was just the worst thing ever! Free room or not, I am never returning! ...

Trump Entertainment Resorts Holdings, L.P., et al.
October 7, 2013
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"trump is a dump"

Reviewed July 28, 2013

the motel 6 is better. The bathroom was terrible. The bathtub was peeling all over, pillows were flat, no comforter for bed, old tv, no ice on our floor. Totally disgusted! ... Donald needs to be fired from the hotel business...

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... Dirty, dingy, filthy, disgusting, gross, putrid etc etc, The most disgusting rooms I've ever seen in a major casino hotel. The entire casino is WAY past its demolition time, You couldn't pay me to stay here again. ...

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... Common areas had dirty and threadbare carpets. Room decor was 25 years outdated with water stained walls, cigarette burns on the bedspreads and carpet in main room (in a non-smoking room) and chipped tile floors and corroded fixtures in bath....

Donald Trump would never stay at a hotel in this poor condition. This place seriously needs needs a total overhaul. ...

"Don't waste your time."

Reviewed June 2, 2013 via mobile

... The rooms are dated, as well as the smelly carpet that looks as if it hasn't been changed since Trump Plaza has opened. The toilet seat looked as if someone was trying to carve their names into the seat. The wallpaper was dingy and dirty, and the room was gloomy and depressing. Within the two days that we stayed and I called room service twice for new towels the first night, and after 30 mins of waiting and no one showing up, my fiancé had to go find someone in house keeping to get the towels. Nothing was replenished including toilet tissue or the tissue box that was almost empty when we checked in on our first day. ...

"Tripadvisor spoke the truth..."

Reviewed May 22, 2013

... We ... were greeted by water leaking from the roof in the walkway from the parking. ... Everywhere in the hotel there was a strange smell and it seemed that the windows and the staff were the only things not covered in dirty carpets from the last century. ... The room itself also greeted us with a horrible stench... Mr. Trump! clean this place up or close it down - it's a disgrace!

"Trump, You're Fired!!!"

Reviewed April 8, 2013

... The carpets were old, the bed and sheets were ancient, the walls were marked up, the fixtures and lamps were faded-looking like I walked into an antique shop.

The worst part about the room was that it smelled as old as it looked and the air quality was so bad it instantly made me congested and irritated my throat.

It was nothing short of a nightmare.

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October 7, 2013
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"Free is too much to pay!"

Reviewed February 18, 2013

... The front desk staff ... were clueless to any information regarding the hotel, ammenties, services, and events in the area. Requested extra blankets and pillows at least 4 times but did not receive them until 7 hours after ck-in Hair in the bathroom, stains on bedspreads and sheets. Smoke alarm hanging off wall. Dust and dirt windows, around fridge (which does not get cold), and bathroom. Provided with a laundry bag for the ice bucket and trashcans. Hotel Information channels 15 & 29 did not work and of course no remote. Finally they could not print me a receipt to verify my account had be settled. The hotel is out dated and in serious need of a renovation (rooms & staff).

"Trump Plaza er sorry no....Dump Plaza"

Reviewed December 12, 2012

If you are a fan of very old decor, appauling air circulation, rotten grout in showers, broken shower doors...then this is the place for you...Pool and fitness center CLOSED...Love this city and have been coming here for teh past 7 years and I can safely say...wont be staying here again.

...

"The Trump is a Dump"

Reviewed November 12, 2012

This was undoubtedly one of the worst hotel experiences we've ever had...The hotel is dirty, ugly, falling apart, unmaintained...Our first room had no power. The second had a barely working toilet...

"Outdated is an understatement"

Reviewed October 14, 2012

This place is horrible...dirty carpets, linens, burnt drapery; disgusting bathroom, rusty knobs, moldy sink, bathtub and the entire bathroom area...I remember the days when Trump's name used to represent luxury, at least for this property that is no longer the case. ...

"hotel room and casino"

Reviewed August 30, 2012

... Bathroom was totally disgusting, mold all around the caulk on tub and tile. Shower would not turn on as lever was broken and sliding freely, resulting in standing in the tub and trying to wash up best as possible...Rust on soap dish and all around the chrome-in-overhead-lighting. Toilet tank cover cracked. Tub peeling and disgusting, no way I would take a bath in it...Overall, I would never stay there again if free.

"Donald, You are Fired!"

Reviewed August 20, 2012

... Hotel was pricey but the expectation was that the Trump name defined luxury, quality and service...Room in bad need of updating. Carpet and furniture completely worn out...Air conditioning not effective. Could not get the room to cool down...The mattresses were worn completely to the point that one side is much higher than the other...Toilet lid in the bathroom was broken...Mold in the shower and the shower curtain...For a company that markets themselves as a proprietor of luxury, high end realstate I must say the Trump Plaza is a complete failure. The complete disregard for building maintenance is a testament as to the attitude the proprietor has towards it's customers, Not only will I never stay at another Trump

Trump Entertainment Resorts Holdings, L.P., et al.
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hotel, based upon this experience I would never consider buying into a Trump condo building...Donald, You are fired!

"Mr. Trump should be ashamed"
Reviewed August 20, 2012

... The air conditioning unit wasn't working correctly...The bathroom was disgusting...Black mold on the ceiling in the shower and black gunk on the caulk surrounding the tub...The sink pressure was nonexistent, with no hot water coming from the sink. I felt as though I was at a low-end motel...I'll never stay there again...Avoid it at all costs!

"Don't stay at the Trump Plaza"
Reviewed August 15, 2012

I just came home from a conference and we stayed at the Trump Plaza from Aug. 13-Aug 15. The accommodations were horrible. That is, unless you don't mind black mold on the ceiling of the bathrooms or conference rooms or on the grout in the shower. And you can stay here if you don't mind sleeping in a mushy bed with holes in the sheets. Maybe you don't mind a room that doesn't get dusted behind the furniture. My friend went to plug in her phone charger behind the night table and she saw dust that must have been there for years! I know I'll never stay here again, and you should consider to do the same. Donald Trump should be ashamed of himself!

"Old, Rundown, & Disgusting"
Reviewed August 10, 2012

Having never stayed in AC before, I wasn't sure what to expect. When I heard I was staying at the Trump Plaza, I envisioned luxury and richness because of the "Trump" name. I was totally shocked by what I actually experienced...Upon entering the hallways, we were greeted with the lovely aroma of stale cigarettes, and filth everywhere. Maybe the cleaners hadn't been there yet, although it was almost 9pm. Did the elevator go thru the Twilight Zone on our way up perhaps, and left us in a dump on the bad side of town? I was hoping the room was better than the hallway...it just HAD to be! The room did smell a bit better, and seemed okay from 1st glance, however my bubble of hope was soon popped. The carpets had stains on them, and there was dust on everything I touched...It was like staying in a flea bag motel off the side of a highway someplace where there really was no other options...Donald Trump, you really need to take a walk through this dump someday, and see what your name is actually on...Let me just say in closing, that I would Not recommend Trump Plaza in AC to my worst enemy, Stay ANYWHERE else. I'm sure the Budget Inn in downtown AC would have been better...Please Mr.Trump...spend some of your millions-and-refurbish this "TRUMP DUMP" ...

"* trump plaza casino hotel in dire straits*"
Reviewed August 10, 2012

this use to be a very good place to go we have been here numerous times, management is highly overlooking what made this place great to begin with, the rooms are in serious need of renovations, and are not being cleaned & maintained properly. ...

"Dump Plaza"
Reviewed July 13, 2012

... Very run down on the outside of the building. You can't go ten feet without observing some portion of the building damaged. Structures intended to be filled with flowers, etc are now garbage cans and ash trays. Totally disgusting, ...

Trump Entertainment Resorts Holdings, L.P., et al.
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"DO NOT Get breakfast from the Beach bar..."

Reviewed June 10, 2012

... I highly suggest skipping this stop on your trip to AC and I think Donald Trump should be ashamed that his name is associated with this place

"Rain in the Room!!"

Reviewed May 5, 2012

The Trump Plaza should not carry the Trump name. I'm sure he would be embarrassed if he ever stayed there...I've stayed at the Trump in Vegas and this place is joke compared to that one! Just because it has the Trump name, don't expect to see to see class. Expect to see an old, worn down hotel that is that second rate facilities and rooms.

"Needs work - everything is dated"

Reviewed March 26, 2012

We stayed at the Trump Plaza this past weekend to go to an event next door at Boardwalk Hall. We did the same thing 2 years ago and the Trump Plaza has continued to age badly since that last visit...Everything is dated - the shower hardware, holes in the bathroom that used to hold something up that were never patched, wallpaper peeling back...

"Junky property, almost all restaurants on site closed"

Reviewed February 21, 2012

... The room, a standard double, had an age worn carpet and the bathroom looked like it was under construction. The marble placed on the edge of the peeling bath tub was jagged and looked like it was about to fall off. I tested it to be sure it wouldn't fall on me while bathing and was disgusted though relieved to see that it while crooked and jagged, it was fused onto the crumbling edge and wasn't going anywhere. There was a yellowed no-slip pad half curled up sitting ominously in the paint peeled tub... We will not be returning. Ever.

Trump Entertainment Resorts Holdings, L.P., et al.
October 7, 2013
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Schedule B

Exterior Building Area

- Deterioration of exterior elements and level of curb appeal
- Deterioration in nature, form and function of structure
- Flags at hotel entrance not clean or well maintained
- Entry doors not clean and exterior walls not in good condition
- As observed from the boardwalk, entrances dark and uninviting
- Water leaks, including some severe water leaks, noted at various windows, and near windows

Lobby, Public Areas and Guestroom Corridors

- Deterioration of floors, carpet and padding
- Deterioration of decorative treatments and design enhancements on walls and in elevators
- Upholstered furniture in lounge/bar not in good condition
- Restrooms throughout property had oxidized chrome and damaged walls, partitions, counters and cabinets
- Residue, dust, debris and stains reported throughout public areas, including vending areas
- Guest corridor ceilings and light fixtures indicated wear and tear
- Dust and grime located alongside and in the escalator stair grooves and in the ceiling vents in the lobby
- Signage not updated with regard to current food outlets
- Unpleasant odors evident in the parking lot elevators
- Carpet on skywalk leading from the self parking area was worn, buckled and stained

Pool Area/Spa Conditions

- Damage and wear to pool area ceiling
- Sauna had graffiti engraved in the wood
- Roman shower walls had chipped tiles

Meeting Rooms

- Carpet severely worn and split at the seams with tape used for repair
- Banquet chairs scarred and scraped
- Deterioration in condition of meeting rooms

Guestrooms

- Residue, dust, debris and stains reported on bed covers, carpet, window treatments, light fixtures, telephones, televisions, bathrooms and other guestroom areas
- Wood baseboards not in place
- Bathroom fixtures and mirrors not clean
- Bathroom ceilings not in good repair
- Bathroom toilets did not flush properly
- Hotel and guest services directories not available
- Decline in availability of microwaves
- Case goods were scarred, chipped and generally worn
- Mattresses and pillows not in good condition
- Couches in suites severely worn with misshapen cushions

Trump Entertainment Resorts Holdings, L.P., et al.
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- Heavy smoke odor in non-smoking rooms
- Lighting issues in bathrooms
- Carpet was worn and pile tamped flat

Trump AC Casino Marks LLC
725 Fifth Avenue, 26th Floor
New York, New York 10022

Icahn Agency Services, LLC
767 Fifth Avenue
47th Floor
New York, New York 10153
Attention: Edward Matthei

MESSENGER REQUEST

The Trump Organization

Priority (circle one) 1 2 3 Time to be delivered by _____

Date 10/7/12 To EDWARD MATTHEI

Company & Address ICAHN AGENCY SERVICES
767 FIFTH AVE 47TH FLOOR

From TRUMP AC CASINO MARKS
725 FIFTH AVE

Received By _____ Date & Time _____
signature

Printed Name _____

Trump AC Casino Marks LLC
725 Fifth Avenue, 26th Floor
New York, New York 10022

Icahn Agency Services, LLC
767 Fifth Avenue
47th Floor
New York, New York 10153
Attention: Keith Cozza

MESSENGER REQUEST

The Trump Organization

Priority (circle one) 2 3 Time to be delivered by _____

Date 10/17/13

To KEITH COZZA

Company & Address ICAHN AGENCY SERVICES, LLC
767 FIFTH AVE, 47TH FLOOR

From TRUMP AC CASINO MARKS
725 FIFTH AVE.

Received By _____ Date & Time _____
signature

Printed Name _____

Trump AC Casino Marks LLC

725 Fifth Avenue, 26th Floor
New York, NY 10022

October 7, 2013

BY HAND

Icahn Agency Services, LLC
767 Fifth Avenue
47th Floor
New York, New York 10153
Attention: Keith Cozza

Re: Trump Taj Mahal

Dear Mr. Mattner:

Reference is made to the July 16, 2010 Consent and Agreement (the "**Consent**"). Capitalized terms used herein which are undefined herein shall have the meaning ascribed to such terms in the Consent.

In accordance with Sections (2) and (3) of the Consent, please find attached a default letter (the "**Default Letter**") from Trump AC Casino Marks LLC ("**Trump Marks**") to Grantors.

Please be advised that nothing contained herein is intended to nor shall waive any rights or remedies which Trump Marks may have, either pursuant to the Consent, the Assigned Agreement or under applicable law, including, without limitation with respect to damages under Section 10.4 of the Assigned Agreement and any other applicable provisions of the Assigned Agreement, all of which Trump Marks expressly reserves; nor shall anything contained herein constitute a waiver of the defaults enumerated in the Default Letter or any other defaults by Grantors which may exist under the Assigned Agreements.

Very truly yours,

Trump AC Casino Marks LLC

By:  Ivanka Trump, Executive Vice President

CC: Icahn Agency Services, LLC
767 Fifth Avenue
47th Floor
New York, New York 10153
Attention: Edward Mattner
(via hand delivery)

Default Letter to be Delivered to Grantors Simultaneously Herewith

[Attached Hereto]

Trump AC Casino Marks LLC

725 Fifth Avenue, 26th Floor
New York, NY 10022

October 7, 2013

Trump Entertainment Resorts Holdings, L.P.,
Trump Taj Mahal Associates, LLC,
Trump Plaza Associates, LLC, and
Trump Marina Associates, LLC
c/o Trump Entertainment Resorts, Inc.
1000 Boardwalk at Virginia
Atlantic City, New Jersey 08401
Attention: Chief Executive Officer
(via overnight mail, certified mail, return receipt requested and facsimile (212) 688-0397)

Trump Entertainment Resorts, Inc.
1000 Boardwalk at Virginia
Atlantic City, New Jersey 08401
Attention: Chief Executive Officer
(via overnight mail, certified mail, return receipt requested and facsimile (212) 688-0397)

Re: Second Amended and Restated Trademark License Agreement (the "*TLA*") between Trump AC Casino Marks LLC ("*Licensor*") (as successor-in-interest to Donald J. Trump and Ivanka Trump) and Trump Entertainment Resorts, Inc. ("*Company*"), Trump Entertainment Resorts Holdings, L.P. ("*Trump Holdings*"), Trump Taj Mahal Associates, LLC ("*Trump Taj Mahal Associates*"), Trump Plaza Associates, LLC ("*Trump Plaza Associates*"), and Trump Marina Associates, LLC ("*Trump Marina Associates*") (Company, Trump Holdings, Trump Taj Mahal Associates, Trump Plaza Associates and Trump Marina Associates are collectively referred to herein as the "*Licensee Entities*") dated as of July 16, 2010 (the "*TLA Date*")

Property: Trump Taj Mahal

Ladies and Gentlemen:

Reference is made to the TLA. All capitalized terms not defined herein shall have the meanings ascribed to such terms in the TLA.

As you are aware, we sent you a letter on February 11, 2013 (the "*February Letter*"), noting that the LRA Report (as defined in the February Letter) indicated a serious decline in the quality of Trump Taj Mahal and alerting you that we were in the process of evaluating the LRA Report and our rights and remedies with respect thereto. As you know, the LRA Report was prepared by LRA Worldwide, Inc., a Quality Assurance Consultant under the TLA. Our evaluation of the quality of Trump Taj Mahal has also included a review of Trump Taj Mahal guest stay reports on TripAdvisor, one of the world's largest travel sites which provides reviews from real travelers.

Trump Entertainment Resorts Holdings, L.P., et al.
October 7, 2013
Page 2 of 7

Based on the LRA Report, guest stay reports on TripAdvisor and other factors, it is clear that the Licensee Entities have breached various sections of the TLA, including without limitation, Sections 4.1.5, 4.1.6 and 5.1.4.

With respect to clause (i) of Section 4.1.5 and Section 5.1.4, Schedule A of this letter includes examples of guest stay reports on TripAdvisor evidencing that the use of the Trump Names, Licensed Marks, et alia, and the activities of the Licensee Entities at Trump Taj Mahal, have, in each case, been inconsistent with, and have resulted in harm to, the reputation of the Trump Names.

With respect to clause (ii) of Section 4.1.5, as required by Section 4.2.1, Schedule B lists, in reasonable detail (but without limitation), instances of deterioration in the physical quality of Trump Taj Mahal since the TLA Date. In addition, Schedule A also includes excerpts of guest stay reports on TripAdvisor that further evidence the poor condition and physical deterioration of Trump Taj Mahal.

With respect to Section 4.1.6, the overall score and hotel facility requirements score for Trump Taj Mahal (as shown in the LRA Report) evidence a violation of the obligation of the Licensee Parties to maintain a quality rating for Trump Taj Mahal as required under Section 4.1.6.

Note that Schedule A is meant to illustrate only a few of the uses and activities that harm the reputation of the Trump Names, Licensed Marks, et alia. Schedules A and B are meant to illustrate only a few of the many instances of deterioration in the physical quality of Trump Taj Mahal. Neither Schedule A nor B is meant to be an exhaustive list.

Upon a breach of any of Sections 4.1.5, 4.1.6 and/or 5.1.4, the Licensee Entities shall have the obligation to cure such breach in accordance with the terms of the TLA, including without limitation, Sections 4.2.1 and 4.1.6.

Therefore, Licensor demands that the Licensee Entities cure (i) all breaches under Sections 4.1.5 and 5.1.4 within ten (10) business days of the date hereof, as required under Section 4.2.1, and (ii) all breaches under Section 4.1.6 within ninety (90) days of the date hereof, as required under Section 4.1.6 (except for those breaches which are also breaches under Section 4.1.5, which breaches shall be cured within 10 business days of the date hereof, in accordance with clause (i) above).

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Trump Entertainment Resorts Holdings, L.P., et al.
October 7, 2013
Page 3 of 7

Please be advised that nothing contained herein is intended to nor shall waive any rights or remedies which Licensor may have, either pursuant to the TLA or under applicable law, including, without limitation with respect to damages under Section 10.4 of the TLA and any other applicable provisions of the TLA, all of which Licensor expressly reserves; nor shall anything contained herein constitute a waiver of any other defaults by the Licensee Entities which may exist under the TLA.

Very truly yours,

Trump AC Casino Marks LLC

By: 
Ivanka Trump, Executive Vice President

CC: Robert Griffin, CEO
Trump Entertainment Resorts, Inc.
(via electronic mail, Robert.Griffin@trump.com)

Trump Entertainment Resorts Holdings, L.P., et al.
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Page 4 of 7

Schedule A

"Very Old"

Reviewed August 16, 2013

... The Hotel seriously needs renovation. The rooms are old and there are wear and tear everywhere. Even the casino everything looks old. ... The hotel is also dirty. We stayed in a suite and had balconies but we were not able to use them due to safety reasons. ... we had a Jacuzzi in the room and it was dirty and not maintained well. It did not even work and leaked all over the room and the carpet. Engineering had no idea what they were doing. They did not fix it and it took them almost 30 minutes to come to our room. I got stuck in one of the elevators with some other people for 45 minutes. ... After 45 minutes in the elevator, no fan, no air and they managed to get us out. ...

"Be inside by dark"

Reviewed August 1, 2013

Very outdated and dingy. ... When the parking garage attendant tells you "we now have off duty K9 officers patrolling the garage to prevent the nuggings" that's not a good sign. ...

"Trump Taj"

Reviewed July 23, 2013

One of the worst dumps I've ever had the displeasure to stay at. ... The front desk is woefully understaffed and incompetent. The place needs a paint job, there are rips and tears in the wall paper, light bulbs are missing in the hallways, the carpets are filthy, the pool is gross and last night ceiling tiles fell in the hallway by the conference rooms. Stay away from this place at all costs. ...

"horrible"

Reviewed June 13, 2013

Bathroom fixtures were outdated. Room had a cigarette smell. Room had no robes. Security guard by the elevator leading to tower was rude. I asked him a question and the guy answered me almost by yelling. ...

"This place is a dump."

Reviewed May 24, 2013

The room we stayed in needs to be gutted. As we arrived to our room, there was a dirty glass and trash can outside the door. We arrived to an ironing board and iron standing up in the room. The countertop in the bathroom had large rust stains on it. When I turned on the bath water - brown rust colored water came out. ... The ice machine on the floor was not working ...

"Never again"

Reviewed May 19, 2013

... Hair on the floor in the bathroom and in the bathtub, alarm clock is covered in dirt, no cover on outlet by the bed, lamps don't look like they have been dusted recently. I should have brought cleaning supplies. In the bathroom there is a dispenser for shampoo and body wash, there is a nicer hair dryer but not clean. I grabbed a turkey and cheese sandwich at the To Go restaurant and

Trump Entertainment Resorts Holdings, L.P., et al.
October 7, 2013
Page 5 of 7

the bread was soggy. As far as the decor in the room it is very outdated. I already had to change rooms once because the first room smelled like smoke. ... This hotel needs a complete overhaul. And I'll never stay here again.

"A nightmare in every sense of the word."

Reviewed April 3, 2013

The worst experience I've ever had at a hotel in my entire life. ...

everyone in the staff has an attitude problem and respond aggressively to questions as if a fight is never too far away. ...

Upon checking in, we notice the mirrors in the bathroom are smudged and haven't been cleaned. The clock in the bedroom is also 25 minutes forward. ... There's a glob of black hair on the pillows on the bed. There are stains on the floor. ...

"Trump should be fired!"

Reviewed March 5, 2013

... When we arrived in the room, it was filthy. The floor appeared as though it hadn't been vacuumed for over a month - garbage and dirt on the floor - you were afraid to walk around barefoot. ... we didn't have any heat in the room until mid-afternoon. It was so cold in the room we couldn't take a shower. The bathtub had stains in it and the toilet had a ring around the bowl. There was very little water pressure for taking a shower. ...

"Stay away from this hotel"

Reviewed January 24, 2013

This is the worst hotel I have stayed. ... TV in the living room is not working ... The phone jack in the bathroom has no cover, lights in the shower room is dangling from the ceiling, hair dryer is completely broken, you can see rusty wires in it. One of the faucets in the bedroom is dripping 24*7. ...

"Grand Suite?"

Reviewed January 6, 2013

... The windows were DIRTY to say mildly. The wallpaper in the room was peeling off the wall, the paint was peeling off the shower ceiling, curtains were stained etc. and most disgustingly yet was that some of the furniture was stained with God knows what... The furniture could definitely use some cleaning. I hate to spend all that money to be afraid to sit on anything... I'd like to see Donald Trump stay here. If he didn't own it, he would fire himself. The hotel in general needs some TLC to live up to the Donald's "standards".

"Disappointing in every area. Pay attention to the negative reviews, they are true."

Reviewed November 23, 2012

Stayed at the Taj for 2 days and was completely disappointed in the overall experience because of the lack of basic upkeep/ maintenance, inattention to details... there were holes in the walls...

"A huge disappointment!"

Reviewed November 14, 2012

... I have to say that I was very disappointed with this property. Its out dated, the escalators did not work half the time. Had burned out lights all around the board walk & the front of the hotel... The carpets in some of the areas not affected by the storm were sticky & stained. Just plain horrible. The halls were dark & not very well lit. ...

Trump Entertainment Resorts Holdings, L.P., et al.
October 7, 2013
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"Hotel needs facelift"

Reviewed August 20, 2012

Went to Taj Mahal in Atlantic City. Trump should be ashamed to have his name on this property. The hotel is dated, the rooms were not very clean, and the staff, with a few exceptions, all seemed to want to be somewhere else...It was a long 3 days.

"Filthy, disgusting, overcrowded"

Reviewed July 6, 2012

Wow, you'd think by having the Trump name, this hotel would be at least a 4-star...NOT! From the moment we got there, we were overwhelmed by the filth in the elevators, the filth of the hotel, the smell of the smoke, the rude staff, and endless stand in line to be checked in. The outside of the hotel is almost too disgusting to talk about. There was trash everywhere!...The luggage carts were disgustingly filthy, as were the carpets throughout the hotel, including our own room. We were afraid to even sleep in the beds for fear of bed bugs. They have so much nerve charging what they do for people to stay in such deplorable conditions. I will never go back there if it was the only hotel left on Earth! I'd rather sleep under a bridge. It'd be safer and better conditions, that's for sure.

"Terrible hotel!!!!!! Horrible service,rooms and spa!!!!"

Reviewed June 27, 2012

I was away with a few friends and we travel together once a year, this was by far the worst hotel experience any of us have had anywhere...The carpet was ripped and the curtains were ripped and hanging, the worst part was the awful smell...Nothing good to say!! Donald should put his money where his hotels are!!!! Don't waste your money, he doesn't !!!

"Despite their Star & Diamond ratings, the experience was no where near..."

Reviewed June 22, 2012

... The hotel exterior facing the beach is a shambles. Peeling paint, rusted metal, lights with burnt out bulbs... The interior of the hotel is "rough around the edges". Lots of caked on brass cleaner on the escalators, doors, etc. Just one of the indicators of no attention to detail. ...

"Won't go back again"

Reviewed April 13, 2012

... This is maybe our 6th time staying at the Taj and it will definitely be our last. The suite was old, rugs were even older, worn out areas in the rug, holes in the sofa and holes in the lounge with the curtains...I won't stay there again...An all around disgusting suite ! ...

"Oh, Donald, we hardly knew ye!"

Reviewed August 14, 2011

Donald's hotel was the biggest disappointment in our East Coast road trip!...we were very unhappy with the condition of the room in the Taj Tower. The foam in the seat of the chair was popping out, there was trash in the waste basket from the previous guests, and when I put soap in the soap dish, the dish fell off. These are just the kinds of things I would not expect from any hotel/motel, let alone one to which "The Donald" has attached his name! Yucch!

"Absolutely horrible!"

Reviewed June 25, 2011

...My family and I will never stay at another Trump property...

Trump Entertainment Resorts Holdings, L.P., et al.
October 7, 2013
Page 7 of 7

Schedule B

Exterior Building Area

- Deterioration of exterior elements and level of curb appeal
- Deterioration in structural elements and appointments
- Wood baseboards in exterior areas not present
- Building exteriors (sidewalks, walls, entry doors and signage) not in good condition
- Runoff stains and damaged façade
- Construction debris visible on boardwalk and upper outdoor level
- Visible loose wires and debris
- The condition of the windows is a major issue

Lobby

- Floors, ceilings and light fixtures in disrepair

Other Public Areas

- Elevator landings not in good condition
- Elevator buttons, panels and telephones not in good condition
- Elevator floors, walls, ceiling and light fixtures not in good repair
- Deterioration in appointments in guestroom corridors
- Windows, frames, walls, carpets and vending areas in guestroom corridors not in good condition (with burned out light bulbs)
- Upholstered furniture in lounge/bar not in good condition
- Spa locker room ceilings and faucets not in good condition
- Spa ceilings and floors not in good condition
- Pool windows and ceilings not in good condition
- Restrooms throughout property had damaged partitions, mirrors, faucets and fixtures (with burned out light bulbs)
- Taj Tower employee service doors scratched and scuffed
- Deterioration in condition of Taj Tower corridors
- Public bathrooms had damaged soap and towel dispensers
- Worn carpet and ceilings in spa and locker rooms

Guestrooms

- Dated and chipped furniture
- Inadequate pillows, storage space, lighting fixtures, artwork, desk space, telephones and internet
- Ceilings and floors not in good condition
- Carpet heavily worn with carpet burns in most rooms
- Windows and window treatments not in good condition
- Bed frames, sheets, blankets and bedcovers not in good condition
- Television and alarm clock not in good condition
- Inadequate bathtub, shower door enclosure, toilet enclosure, sinks, mirror, cabinetry, lighting and other bathroom fixtures and amenities
- Deterioration of condition of bathroom light fixtures and amenities
- Bathroom ceilings, floors, toilets, counters, cabinets mirrors and drains not in good condition
- Hotel and guest services directories not available

Trump AC Casino Marks LLC
 725 Fifth Avenue, 26th Floor
 New York, New York 10022

Icahn Agency Services, LLC
 767 Fifth Avenue
 47th Floor
 New York, New York 10153
 Attention: Edward Matfner

MESSENGER REQUEST

The Trump Organization

Priority (circle one) 1 2 3 Time to be delivered by _____

Date 10/7/13 To EDWARD MATFNER
 Company & Address TRUMP AC CASINO MARKS
725 FIFTH AVE

From TRUMP AC CASINO MARKS
725 FIFTH AVE

Received By _____ Date & Time _____
signature

Printed Name _____

Trump AC Casino Marks LLC
725 Fifth Avenue, 26th Floor
New York, New York 10022

Icahn Agency Services, LLC
767 Fifth Avenue
47th Floor
New York, New York 10153
Attention: Keith Cozza

MESSENGER REQUEST

The Trump Organization

Priority (circle one) ① 2 3 Time to be delivered by _____

Date 10/7/13 To KEITH COZZA

Company & Address ICAHN AGENCY SERVICES, LLC
767 FIFTH AVE., 47TH FLOOR

From TRUMP AC CASINO MARKS
725 FIFTH AVE.

Received By _____ Date & Time _____
signature

Printed Name _____

Exhibit F

Trump AC Casino Marks LLC

725 Fifth Avenue, 26th Floor
New York, NY 10022

January 21, 2014

Trump Entertainment Resorts Holdings, L.P.,
Trump Taj Mahal Associates, LLC,
Trump Plaza Associates, LLC, and
Trump Marina Associates, LLC
c/o Trump Entertainment Resorts, Inc.
1000 Boardwalk at Virginia
Atlantic City, New Jersey 08401
Attention: Chief Executive Officer
(via overnight mail, certified mail, return receipt requested and facsimile (212) 688-0397)

Trump Entertainment Resorts, Inc.
1000 Boardwalk at Virginia
Atlantic City, New Jersey 08401
Attention: Chief Executive Officer
(via overnight mail, certified mail, return receipt requested and facsimile (212) 688-0397)

Re: Second Amended and Restated Trademark License Agreement (the “**TLA**”) between Trump AC Casino Marks LLC (“**Licensor**”) (as successor-in-interest to Donald J. Trump and Ivanka Trump) and Trump Entertainment Resorts, Inc. (“**Company**”), Trump Entertainment Resorts Holdings, L.P. (“**Trump Holdings**”), Trump Taj Mahal Associates, LLC (“**Trump Taj Mahal Associates**”), Trump Plaza Associates, LLC (“**Trump Plaza Associates**”), and Trump Marina Associates, LLC (“**Trump Marina Associates**”) (Company, Trump Holdings, Trump Taj Mahal Associates, Trump Plaza Associates and Trump Marina Associates are collectively referred to herein as the “**Licensee Entities**”) dated as of July 16, 2010

Ladies and Gentlemen:

Reference is made to the TLA. All capitalized terms not defined herein shall have the meanings ascribed to such terms in the TLA.

We have been made aware that, in connection with the New Jersey Division of Gaming Enforcement’s issuance of permits to Trump Taj Mahal Associates and Trump Plaza Associates to conduct internet gaming, the Licensee Entities are conducting internet gaming for persons who do not reside in the State of New Jersey. As previously discussed, this is a violation of Section 2.8 of the TLA, which only permits the Licensee Entities “to conduct online or internet gaming ... *solely* within the State of New Jersey for customers who *reside* in the State of New Jersey ...” (emphasis added).

Licensor hereby demands that the Licensee Entities cure all breaches under Section 2.8 within ten (10) business days of the date hereof, as required under Section 4.2.1, by ceasing to conduct online or internet gaming for persons who do not reside in the State of New Jersey.

Trump Entertainment Resorts Holdings, L.P., et al.
January 20, 2014
Page 2 of 2

Please be advised that nothing contained herein is intended to nor shall waive any rights or remedies which Licensor may have, either pursuant to the TLA or under applicable law, including, without limitation, with respect to damages under Section 10.4 of the TLA and any other applicable provisions of the TLA, all of which Licensor expressly reserves; nor shall anything contained herein constitute a waiver of any other defaults by the Licensee Entities which may exist under the TLA (including, without limitation, those defaults under Sections 4.1.5, 4.1.6 and 5.1.4, and as may be set forth in the letters dated October 7, 2013, October 15, 2013 and November 25, 2013).

Very truly yours,

Trump AC Casino Marks LLC

By:  _____
Ivanka Trump, Executive Vice President

CC: Robert Griffin, CEO
Trump Entertainment Resorts, Inc.
(via electronic mail, Robert.Griffin@trump.com)

***** -COMM. JOURNAL- ***** DATE JAN-21-2014 ***** TIME 16:32 *****

MODE = MEMORY TRANSMISSION

START=JAN-21 16:27

END=JAN-21 16:32

FILE NO.=037

STN NO.	COMM.	ONE-TOUCH/ ABBR NO.	STATION NAME/EMAIL ADDRESS/TELEPHONE NO.	PAGES	DURATION
001	634	A	912126880397	000/002	00:00:00

-THE TRUMP CORPORATION -

***** UF-8000 v2 ***** - ***** - 212 836 3202- *****

Licensors hereby demands that the Licensee Entities cure all breaches under Section 2.8 within ten (10) business days of the date hereof, as required under Section 4.2.1, by ceasing to conduct online or internet gaming for persons who do not reside in the State of New Jersey.

We have been made aware that, in connection with the New Jersey Division of Gaming Enforcement's issuance of permits to Trump Taj Mahal Associates and Trump Plaza Associates to conduct internet gaming, the Licensee Entities are conducting internet gaming for persons who do not reside in the State of New Jersey. As previously discussed, this is a violation of Section 2.8 of the TLA, which only permits the Licensee Entities "to conduct online or internet gaming ... solely within the State of New Jersey for customers who reside in the State of New Jersey ..." (emphasis added).

Reference is made to the TLA. All capitalized terms not defined herein shall have the meanings ascribed to such terms in the TLA.

Ladies and Gentlemen:

Second Amended and Restated Trademark License Agreement (the "TLA") between Trump AC Casino Marks LLC ("Licensor") (as successor-in-interest to Donald J. Trump and Ivanka Trump) and Trump Entertainment Resorts, Inc. ("Company"), Trump Taj Mahal Associates, LLC ("Trump Taj Mahal Associates"), Trump Plaza Associates, LLC ("Trump Plaza Associates"), and Trump Marina Associates, LLC ("Trump Marina Associates") (Company, Trump Marina Associates, Trump Taj Mahal Associates, Trump Plaza Associates and Trump Entertainment Resorts, Inc. collectively referred to herein as the "Licensee Entities") dated as of July 16, 2010

(via overnight mail, certified mail, return receipt requested and facsimile (212) 688-0397)

Attention: Chief Executive Officer
Atlantic City, New Jersey 08401
1000 Boardwalk at Virginia
Trump Entertainment Resorts, Inc.

(via overnight mail, certified mail, return receipt requested and facsimile (212) 688-0397)

Attention: Chief Executive Officer
Atlantic City, New Jersey 08401
1000 Boardwalk at Virginia
e/o Trump Entertainment Resorts, Inc.
Trump Marina Associates, LLC
Trump Plaza Associates, LLC, and
Trump Taj Mahal Associates, LLC,
Trump Entertainment Resorts Holdings, L.P.,

January 21, 2014

725 Fifth Avenue, 26th Floor
New York, NY 10022

Trump AC Casino Marks LLC

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Trump Entertainment Resorts Inc
1000 Boardwalk at Virginia
Atlantic City NJ 08401
Attn: CEO

2. Article Number
(Transfer from service label)

7008 1830 0004 0241 7995

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Halima Marins ☒ Agent ☐ Addressee

B. Received by (Printed Name)

HALIMA MARINS *2-23-14*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Trump Entertainment Resorts Holdings
Trump Taj Mahal Associates LLC
Trump Plaza Associates LLC
Trump Marina Associates LLC
c/o Trump Entertainment Resorts Inc
1000 Boardwalk at Virginia
Atlantic City NJ 08401

2. Article Number
(Transfer from service label)

7008 1830 0004 0241 7988

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Halima Marins ☒ Agent ☐ Addressee

B. Received by (Printed Name)

HALIMA MARINS *2-23-14*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

Exhibit G

Derek Young

From: Linda.Tomarchio@trump.com
Sent: Tuesday, January 28, 2014 4:39 PM
To: Ivanka Trump; Ivanka Trump
Cc: Jason Greenblatt; Bradley Cox; jlowenthal@stroock.com; Robert.Griffin@trump.com; Dan.McFadden@trump.com; John.Donnelly@trump.com
Subject: Response Re: Trademark License Agreement
Attachments: 012814 Ltr Response to 012114 Ltr.pdf

Please see attached at the request of Bob Griffin.

Thank you,
Linda Tomarchio
Executive Assistant to Bob Griffin/CEO
and Dan McFadden/CFO
Legal Assistant to John M. Donnelly, Esq.
Trump Entertainment Resorts, Inc.
609-449-5552
609-449-5090 Fax
Linda.Tomarchio@Trump.com

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1000 Boardwalk
Atlantic City, New Jersey 08401
609.449.1000
trumpcasinos.com



January 28, 2014

Ms. Ivanka Trump
Executive Vice President
Trump AC Casino Marks LLC
725 Fifth Avenue, 26th Floor
New York, N.Y. 10022

Dear Ivanka:

I received your letter dated January 21, 2014 relating to the Second Amended and Restated Trademark License Agreement dated as of July 16, 2010 (the "TLA"). In your letter, you state that the Licensee Entities (as defined in the TLA) are conducting internet gaming for persons who do not reside in the State of New Jersey and that this is a violation of Section 2.8 of the TLA. Your letter demands that the Licensee Entities cure all breaches of Section 2.8.

We do not agree that there have been any violations of Section 2.8 of the TLA or any other provisions of the TLA. Initially, I point out that the Licensee Entities are not conducting any kind of internet gaming; rather, the Licensee Entities have entered into operating agreements permitting certain qualified third parties to operate internet gaming websites pursuant to the Licensee Entities' legal authorities granted by the State of New Jersey. Access to the on-line gaming websites operated by these third parties is restricted solely to persons who, among other criteria, are located in the State of New Jersey at all times while playing online, as required by applicable New Jersey law and regulation. Moreover, the internet gaming websites operated by these third parties do not involve any unauthorized use of "Trump" intellectual property and therefore they neither conflict with the TLA nor are covered by the TLA.

Consistent with the view I have expressed in prior correspondence with you, we disagree with any suggestion that the Licensee Entities are prohibited by the TLA from conducting online gaming for persons whose legal residence is outside New Jersey. Rather, we believe that the Licensee Entities are free to engage in lawful online gaming activities wherever they choose, provided that in doing so for persons who are not New Jersey residents, the Licensee Entities cannot make use of the intellectual property owned by Trump AC Casino Marks LLC and must otherwise abide by the terms of the TLA.

For these and other reasons, we dispute any suggestion that any breaches exist under Section 2.8 or any other provisions of the TLA that are required to be cured within ten business days of the date of your letter.

Please also note that we continue to stand by the statements in my prior letters to you and your brother.

This letter, like our previous letters, is without prejudice to our rights, all of which are reserved.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Rob Griffin', is written over the typed name.

Robert Griffin
Chief Executive Officer

Exhibit H

Trump AC Casino Marks LLC

725 Fifth Avenue, 26th Floor
New York, NY 10022

August 4, 2014

Trump Entertainment Resorts Holdings, L.P.,
Trump Taj Mahal Associates, LLC,
Trump Plaza Associates, LLC, and
Trump Marina Associates, LLC
c/o Trump Entertainment Resorts, Inc.
1000 Boardwalk at Virginia
Atlantic City, New Jersey 08401
Attention: Chief Executive Officer
(via overnight mail, certified mail, return receipt requested and facsimile (212) 688-0397)

Trump Entertainment Resorts, Inc.
1000 Boardwalk at Virginia
Atlantic City, New Jersey 08401
Attention: Chief Executive Officer
(via overnight mail, certified mail, return receipt requested and facsimile (212) 688-0397)

Re: Second Amended and Restated Trademark License Agreement (the “**TLA**”) between Trump AC Casino Marks LLC (“**Licensor**”) (as successor-in-interest to Donald J. Trump and Ivanka Trump) and Trump Entertainment Resorts, Inc. (“**Company**”), Trump Entertainment Resorts Holdings, L.P. (“**Trump Holdings**”), Trump Taj Mahal Associates, LLC (“**Trump Taj Mahal Associates**”), Trump Plaza Associates, LLC (“**Trump Plaza Associates**”), and Trump Marina Associates, LLC (“**Trump Marina Associates**”) (Company, Trump Holdings, Trump Taj Mahal Associates, Trump Plaza Associates and Trump Marina Associates are collectively referred to herein as the “**Licensee Entities**”) and the Amended and Restated Services Agreement (the “**Services Agreement**”), both dated as of July 16, 2010

Property: Trump Plaza

Ladies and Gentlemen:

Reference is made to the TLA and the Services Agreement. All capitalized terms not defined herein shall have the meanings ascribed to such terms in the TLA.

In September, 2012, LRA Worldwide, Inc. (“**LRA**”), a Quality Assurance Consultant, prepared a quality assurance report for Trump Plaza (a copy which was previously provided to you), which indicated a score that established such report as a Failed Review Report (the “**2012 Failed Review Report**”).

As a result of, among other things, the 2012 Failed Review Report, Licensor sent to the Licensee Entities several letters (the “**Default Letters**”) with respect to various breaches of the TLA, including, without limitation, Sections 4.1.5, 4.1.6 and 5.1.4. Any cure periods the Licensee Entities may have had with respect to such breaches enumerated in the Default Letters

Trump Entertainment Resorts Holdings, L.P., et al.
 August 4, 2014
 Page 2 of 3

previously expired and the Licensee Entities continue to be in breach of the TLA.

At the request of the Licensee Entities, as a show of good faith, Licensor met with, and spoke to, the Licensee Entities multiple times to discuss the 2012 Failed Review Report and the Default Letters. During such meetings and conversations, the Licensee Entities assured Licensor that they took great pride in the quality of Trump Plaza, that the condition of Trump Plaza had improved, and that the Licensee Entities would be spending substantial sums of money to make further improvements to Trump Plaza to correct the conditions that resulted in the 2012 Failed Review Report and the other breaches indicated in the Default Letters. In reliance on these misleading statements, Licensor extended additional time to the Licensee Entities to make such improvements and to correct all of the other breaches under the TLA. Despite Licensor's generous extension of time to enable the Licensee Entities to cure such breaches, Licensor has continued to receive numerous complaints regarding Trump Plaza. Further, guest stay reports on TripAdvisor since the Default Letters were sent to you continue to evidence that the Trump Names, Licensed Marks, et alia, and the activities of the Licensee Entities at Trump Plaza, have, in each case, been inconsistent with, and have resulted in harm to, the reputation of the Trump Names.

Consistent with its rights under Section 4.1.6, Licensor commissioned LRA to conduct a new report for Trump Plaza, which LRA performed on July 7-9, 2014, a copy of which is attached hereto. The overall score and hotel facility requirements score for such new report indicate that such new report is also a Failed Review Report (the "**2014 Failed Review Report**"), and further evidences the failure of the Licensee Entities to correct or remedy the conditions that resulted in the 2012 Failed Review Report and the other breaches enumerated in the Default Letters, contrary to their assurances and representations to Licensor, to the material detriment of Licensor. Despite such assurances and representations, astonishingly, the results of the 2014 Failed Review Report are even worse than the 2012 Failed Review Report. The Licensee Entities are not entitled to any cure period in connection with the 2014 Failed Review Report.

Further, the recent conduct of the Licensee Entities leading up to, and in connection with, the closing of Trump Plaza on or about September 16, 2014, as announced by the Licensee Entities, and the issuance of notices to approximately 1,600 employees under the Worker Adjustment and Retraining Notification (WARN) Act, (x) violate the requirement that the use of the Licensed Marks, the Trump Names, the Related Intellectual Property and the DJT/Ivanka Likenesses/Images by the Licensee Entities is "consistent with or exceeding the high reputation and importance of the Licensed Marks, the Trump Names, [et alia]" in accordance with Section 4.1.5, (y) constitute "activity which could reasonably be expected to harm the reputation of the Licensed Marks, the DJT/Ivanka Likenesses/Images, the Trump Names, the Related Intellectual Property and/or the Ivanka Names" under Section 5.1.4, and (z) will violate the Licensed Entities' covenant under Section 5.1.8 that, so long as the Licensed Entities utilize "the Trump Names, the Licensed Marks, the DJT/Ivanka Likeness/Images," the Licensed Entities' operation of the Trump Plaza "shall at all times continue to be a Qualifying Casino Property . . . [used] solely for Holdings' Casino Activities." The Licensee Entities did not even have the courtesy to alert Licensor in advance that WARN Act notices would be sent to the Trump Plaza employees, notwithstanding the significant harm this was sure to cause the Trump Names, Licensed Marks, et al. – Licensor was completely blindsided by this harmful act.

As a result of the foregoing, Licensor intends to bring an action seeking (i) the immediate termination of the TLA and the Services Agreement, (ii) all damages of Licensor relating to the foregoing, and/or (iii) injunctive relief, and none of the foregoing shall preclude the concurrent or

Trump Entertainment Resorts Holdings, L.P., et al.
August 4, 2014
Page 3 of 3

subsequent exercise by Licensor of any other right or remedy it may have, in each case in accordance with Sections 10.4 and 10.13.

Please be advised that nothing contained herein is intended to nor shall waive any rights or remedies which Licensor may have, either pursuant to the TLA, the Services Agreement and/or under applicable law, including without limitation, those breaches with respect to Trump Taj Mahal detailed in the Default Letters, all of which Licensor expressly reserves; nor shall anything contained herein constitute a waiver of any other defaults by the Licensee Entities which may exist under the TLA and/or the Services Agreement. Such rights and remedies include, without limitation, the obligation of the Licensee Entities to indemnify Licensor in connection with any damages, costs, claims, fees, expenses, and all other Losses, arising out of or in connection with the breaches set forth herein.

Very truly yours,

Trump AC Casino Marks LLC

By: 

Ivanka Trump, Executive Vice President

CC: Robert Griffin, CEO
Trump Entertainment Resorts, Inc.
(via electronic mail, Robert.Griffin@trump.com)



TRUMP HOTEL COLLECTION

Trump Plaza Hotel & Casino
Mystery Service Evaluation and
Cleanliness/Conditional Assessment
Prepared for Trump Hotel Collection
Performed by LRA Worldwide, Inc.
July 7-9, 2014



Trump Plaza Executive Summary

Introduction:

Two LRA Worldwide, Inc. Consultants visited the Trump Plaza from July 7-9, 2014. Each consultant conducted interactions on their own or in tandem testing services in the Rooms Division, Food and Beverage and Casino areas. After conducting the mystery shop portion of the audit, the two consultants conducted a cleanliness and conditional audit with the participation of property management to inspect 10 total guestrooms and all public spaces including restaurants, meeting rooms and guest corridors. A line-by-line inspection form based on 4 Diamond standards follows this Executive Summary with summary observations of each encounter per consultant. At the end of each section are pictures of the consultant's own guestrooms as well as physical space issues. The property scored 65% overall which is in line with the poor experience during the consultant's visit.

Physical Description

- Signs getting to the property are adequate, but once in the Porte Cochere, it is unclear of the direction or what to do with your car for valet services if the Doorman is not available for instruction. When moving the vehicle from Self-Parking to Valet Parking the directional signage particularly at decision points was not clearly posted or absent.
- The exterior of the building is worn. Black soot and fading has taken over the white of the outside of the building make it look outdated and unkempt.
- The columns in place in the lobby are a distraction and cause for multiple physical barriers for the guests to flow appropriately through the Lobby.
- The sand and debris from the Boardwalk was present in the carpet in all of the public spaces, especially near the Boardwalk entrance.
- Elevators were worn and stained. The gold doors and bars in the elevators were tarnished. The carpet was stained with debris in each elevator bank.
- Public restrooms were kept up from a cleanliness perspective, but conditions were deteriorating with oxidation of fixtures, lights not functioning and cracks noted in the sinks and vanities.

Guestrooms

- Guestroom directors were not present in the room. The sign in the room that directed the guest to a guest directory channel was not functioning.
- Flat screen TV's were not present in any of the guestrooms inspected.
- No glassware was present at time of evaluation.
- Rooms were dated with no sign of upscale enhancements and themes.
- Only one telephone line was present in the guestroom.
- Complimentary newspapers were not given or available.

Trump Plaza Executive Summary

- The property did not have stationary packages available.
- Shower fixtures were not functioning properly and not upgraded.
- Free standing soap dishes were not present in the main hotel tower.
- Make-up mirrors were not present in the main hotel tower.

Reservations

- Telephone and Internet reservations were available. However, reservations were not available 24/7.
- Associate was polite and confirmed information, but did not try to upsell.
- During a call to confirm the guest's reservation, the guest was provided with incorrect information with regard to the Spa's hours of operation. The guest was informed the Spa was closed on days it was actually open.

Valet/Door/Bellman

- Team was efficient in taking care of the guest.
- Did not go above and beyond to offer additional information.
- The guest did not have a memorable or engaging experience, it was more transactional.

Guest Services

- Telephones were mostly answered at the front desk as hotel background noise was heard in most conversations.
- Most operators did not introduce themselves during interactions. If there was an introduction, the associate's name was not clearly stated. Some interactions were rushed.
- The interactions with the operator felt robotic and not engaging or warm.
- On one occasion, the guest was informed she will have to wait until after 9:30 AM to receive an iron and board that was not provided in the guestroom. The call was placed at 8:07 AM.
- Members of Housekeeping were not mindful with regard to posted Do Not Disturb signage.

Guest Room Security

- Posing a lost key scenario at the Front Desk, the guest was asked for photo identification. However, the agent did not pick up the guest's driver's license from the counter in order to verify the guest's name.

Trump Plaza Executive Summary

Housekeeping

- Daytime housekeeping performed minimal duties in stay over room.
- Housekeepers did not take initiative to put items back or vacuum debris on floor.
- Turndown services were not offered at the hotel
- Heavy smoke smell was evident in two non-smoking rooms evaluated.

Retail Outlet

- Associate did not acknowledge guest during the interaction upon arrival.
- Transactional interaction and did not engage guest in buying items while in outlet

Spa

- The cleanliness of the spa areas was well maintained. However, the entire area was dated in appearance. Additionally, the floor tile grout was eroding near the showers. The mauve and purple carpet in the women's spa was heavily worn and color faded. Graffiti was scratched into the wood finished in the sauna.
- With regard to service, Kim stands near the reception counter while the guest registers for her appointment. Kim does not interact with the guest at this time. Kim is still standing there and the guest reaches to open the door. Kim enters first without engaging the guest. Kim ends up being the guest's technician. The treatment ended six minutes early.

Food & Beverage

A Bar – Lunch Encounter

- Third party outlet, but had genuine service during the stay.
- Efficient with taking orders and explaining to the guest the daily special beverages
- Server was generous and gracious in conversation.

Food Court

- Auntie Anne's is now closed and Sbarro is the only outlet in the food court area that is adjacent to the parking lot area.
- Offers a variety of options to guests arriving the Self-Parking Area. Minimal signage was posted directing guest to the Food Court area.

Trump Plaza Executive Summary

EVO

- The dining experience at Evo was pleasant. The host was attentive to the guest's comfort level with regard to seating and the temperature in the dining room. The server was knowledgeable of the menu and the portions were a value for the price paid. Although the standards were met, the overall experience was not outstanding or memorable.

24 Central Café

- Two visits were made to 24 Central Café. They were both pleasant. The server was efficient and engaging. The guest left the experience with a feeling of indifference.

Jezebels

- Bobby was particularly engaging and demonstrated genuine interest in welcoming and interacting with the guests. He was conversational and attentive. This service encounter was memorably pleasant. The guest would return to Jezebels.
- This outlet was not advertised on the hotel's website.

Back in the Day Buffet

- The line to pay was long. There were two cashiers present. The cashier was not engaging or informative of the buffet process including where the entrance was located or where to wait for seating.
- A tattered paper printed buffet menu included handwritten hours of operation posted on a flat screen television that was not used located on the wall near the entrance.
- The server was friendly and attentive to beverage refills and clearing plates.
- Buffet attendants were observed refilling the salad containers by dumping lettuce salad mix directly out of a plastic bag. Buffet food serving pans were replenished by adding additional items using a container to dump them into existing pans rather than removing or replacing the entire pan.
- The line to get to the buffet offerings was long during the entire meal experience. Associates who may have been managers were present in the area and would occasionally announce to go to the salad area first instead of waiting in line at the hot foods. Many guests replied that they had already had their salads.

Slots

- Slots Reps were not visibly observed in the gaming areas. No slot attendants were engaged during the evaluation.

Trump Plaza Executive Summary

- On multiple occasions, Slot Reps passed by lights that were on and did not offer assistance.

Table Games

- Table games were extremely slow during the day and offered the guest more time to engage and interact with the dealers and supervisors during this time.
- Majority of the dealers did not engage or show any emotion or assist in making sure the guest had a great time.
- Only Oscar actively promoted or talked about Trump One.
- One gaming pit was opened on any occasion during the evaluation. A variety of games were not opened including 3-Card Poker.

Supervisors

- Supervisors were observed in the pit at all times.
- Majority of the time Supervisors were focused on the card system and not engaging with dealers and guest at tables.

Cashiers

- Encounters with cashiers were inconsistent
- Some cashiers engaged and some just processed all payments in a transactional manner without any conversation.

Beverage Services

- Beverage servers were friendly and outgoing during interactions.
- Servers mostly remained attentive and made rounds frequently.
- On one occasion the beverage server forgot what the player had ordered or even that the player had placed an order. The player had to flag down the server who provided a cocktail that the player wasn't certain was meant for her.

Trump Plaza Hotel	Pts. Achieved	Pts. Available	% Compliance
Overall Score	1226	1878	65.28%
HOTEL SERVICES	538	851	63.22%
FOOD & BEVERAGE	244	300	81.33%
CASINO	76	153	49.67%
HOTEL FACILITY REQUIREMENTS	63	154	40.91%
CLEANLINESS	177	208	85.10%
CONDITIONS	128	212	60.38%
Overall Score- by Interactions	1226	1878	65.28%
Pre-Arrival Hotel Reservation Call	30	52	57.69%
Internet Reservation	9	12	75.00%
Front Entrance Doorperson- Arrival	20	52	38.46%
Front Entrance Doorperson- Departure	26	38	68.42%
Front Desk- Arrival	22	38	57.89%
Front Desk-Departure	14	28	50.00%
Luggage Assistance- Arrival	20	36	55.56%
Luggage Assistance- Departure	32	48	66.67%
Guest Room Requirements	46	113	40.71%
Concierge Encounters	22	43	51.16%
Service Recovery	14	16	87.50%
Wake-up Calls	24	50	48.00%
Room Delivery Request	18	32	56.25%
Daytime Housekeeping	12	13	92.31%
Turndown- Housekeeping	0	0	N/A
Laundry/Valet Services	44	64	68.75%
Maintenance Request	40	48	83.33%
Retail Outlet	22	30	73.33%
Guest Room Security	4	10	40.00%
Spa Treatment/Health Club/Pool	70	84	83.33%
Public Area Requirements	17	31	54.84%
Lobby Observations	16	32	50.00%
Room Service- Breakfast	0	0	N/A
Liquid Bar - Bar Interaction	0	0	N/A
Bar A's Beach Bar	24	32	75.00%
Liquid Bar - Meal Interaction	62	78	79.49%
Max's Prime	0	0	N/A
Roberto's Ristorante	0	0	N/A
24 Central Café	78	94	82.98%
Back in the Day Buffet	28	44	63.64%
Evo's	52	52	100.00%
Entertainment Venue	17	18	94.44%
Trump One	6	13	46.15%
Table Games	61	128	47.66%
Slots	0	46	0.00%
Beverage Service- Casino	73	88	82.95%
Guest Room Cleanliness	29.5	42	70.24%
Guest Room Conditions	32	52	61.54%
Public Areas Cleanliness	146.5	163	89.88%
Public Area Conditions	95	158	60.13%

Consultant #1 Evaluation

Occupied Room 1871



PRE-ARRIVAL HOTEL RESERVATION CALL**92% (24/26)**

Pre-Arrival Hotel Reservations Service Summary:

On Thursday, July 11th at 3:04pm the guest called the Trump Plaza reservation system to make a hotel reservation. After the automated tone, the phone was answered with the appropriate greeting by Amanda who offered to assist the guest. The inquired informed the associate he would like to make a reservation. Amanda went through of inquiring about the guest date and discounts that may be available. After informing him of the rate, he agreed to book a reservation. Amanda pleasantly went through taking all information and confirming back to the guest. Once completed she gave the guest a confirmation number and asked if there was any additional assistance he may need, which he was appreciative of.

Reservations available 24 hours, either at the property or through a central reservation system.	2/2	Yes
Associate answers phone promptly within three rings	2/2	Yes
Associate provides warm and sincere greeting.	2/2	Yes
Associate thanks caller for contacting property.	2/2	Yes
Associate provides introduction.	2/2	Yes
Associate asks for caller's name.	2/2	Yes
Associate provides rate structure and room availability.	2/2	Yes
Associate provides an overview of facility and services.	0/2	No
Associate collects registration information.	2/2	Yes
Associate explains deposit and cancellation policies.	2/2	Yes
Associate reviews reservation request.	2/2	Yes
Associate provides confirmation number or contact name.	2/2	Yes
Associate provides a warm and sincere thank you to guest for calling.	2/2	Yes

INTERNET RESERVATION**67% (4/6)**

Internet Reservation Service Summary:

On Tuesday, June 24th at 3:55pm, the guest made an internet reservation on the Trump Plaza online reservation system. There were a variety of rates, room types and dates available for the guest to choose from. The guest felt that the internet reservation process was okay, but would have liked for an easier use of the selection calendar to find the best available rate during his stay. The guest was satisfied with the pre-arrival information that was available at the property, but was concerned that it was not consistent upon arrival.

The property URL is used in all property advertising and sales, PR, or wherever website access is referenced.	1/1	Yes
Website accurately reflects the hotel's facilities and services.	0/1	No
Property's photography reflects the current facilities and services available.	0/1	No
A map offers accurate directions to the hotel.	1/1	Yes
The reservation section allows a user to complete a reservation.	1/1	Yes
The reservation section provides a variety of rates for guests, including the property's "best available" rate.	1/1	Yes

FRONT ENTRANCE DOORPERSON- ARRIVAL**46% (12/26)**

Front Entrance Doorperson-Arrival Service Summary

The guest arrived at the Trump Plaza at 11:50am on Monday, July 7th. As he pulled under the Porte Cochere and parked, he waited for an associate to assist. After a minute of waiting, the guest proceeded out of his vehicle and a Caucasian male associate, who did not have a name tag, approached and inquired if he was checking in and needed luggage assistance. The guest confirmed that he was checking in with the associate and wanted to valet his car. The associate was efficient in retrieving the guest items and handed him tickets and instructed him to give his tickets to the Bell Captain for his luggage. The guest was appreciative that the valet attendant gave direction regarding bags, but would have wished he explained the valet procedure as well as directing him to the hotel Lobby.

Uniformed associate promptly opens the car door.	0/2	No
Associate provides warm and sincere welcome greeting.	2/2	Yes
Associate makes a proper introduction.	0/2	No
Associate inquires about the guest's name.	2/2	Yes
Associate explains parking procedure.	0/2	No
Associate promptly unloads luggage.	2/2	Yes
Associate explains luggage handling procedure.	0/2	No
Associate provides direction to registration area.	0/2	No
Associate escorts guest to appropriate area.	0/2	No
Associate provides a warm and sincere closing.	2/2	Yes
Associate is properly attired, with nametag clearly visible.	0/2	No
Associate demonstrates appropriate behavior.	2/2	Yes
Associate demonstrates appropriate hygiene.	2/2	Yes

FRONT ENTRANCE DOORPERSON- DEPARTURE**60% (12/20)**

Front Entrance Doorperson- Departure Service Summary

After completing his check-out at the front desk at 9:42am on Wednesday, July 9th, the guest waited in the Porte Cochere for his vehicle without a greeting from the doorperson. Once the guest vehicle arrived, he alerted the valet attendant that he needed his luggage placed in the car. The male valet attendant signaled the doorman, John, who retrieved the luggage cart with the guest luggage and wheeled it over to the vehicle. While John placed the guest items in the car, he inquired if the guest needed any additional assistance and wished him a pleasant stay. Upon leaving the hotel drive, the guests wished that John had a more engaging conversation with the guest while he waited for his vehicle and engage about his overall stay.

Associate provides warm and sincere greeting.	0/2	No
Associate makes a proper introduction.	0/2	No
Associate inquires about the guest's name.	0/2	No
Associate promptly loads luggage.	2/2	Yes
Guest does not wait more than five minutes for pre-arranged transportation.	0/2	No
Associate inquires if directions are necessary for guest's next destination.	2/2	Yes
Associate provides a warm and sincere closing.	2/2	Yes
Associate is properly attired, with nametag clearly visible.	2/2	Yes
Associate demonstrates appropriate behavior.	2/2	Yes
Associate demonstrates appropriate hygiene.	2/2	Yes

FRONT DESK- ARRIVAL**56% (10/18)**

Front Desk- Arrival Service Summary

Upon leaving luggage with the valet attendant, the guest proceeded into the Hotel Lobby at 11:52am on Monday, July 7th and went to the front desk for check-in. Upon getting to the front desk, the guest inquired if he could check-in and the female associate curtly let him know to "Come back at 1pm, you'll see the line." The guest obliged and came back to the front desk at 1:30pm for check-in and waited in line until 1:50pm before he was assisted by an associate. The guest was frustrated by the long wait in the queue of people with only three associates working during such a busy period. Upon arrival to the Reception Desk, the Caucasian female associate who did not have a name tag yelled "Next guest in line." without looking up from her computer. This did not provide a warm and positive welcome to the check-in experience by cattle calling the guest. Through the check-in encounter, the associate was polite and efficient and asked if it was the guest first time to Atlantic City. The guest replied positively and made small conversation with the associate regarding flying into the city and local areas they had visited. The guest felt appreciative of the warm and light conversation that the associate had with the guest to make him feel comfortable during the check-in encounter. At the end, the associate gave the guest his keys as well as a local newspaper to get acquainted with the area. Overall, the check-in had great moments of conversation and engagement with the associate, but the associate fell short on expanding on the hotel amenities and services available and making the guest aware of what's available.

Associate provides a warm and sincere greeting.	0/2	No
Associate inquires about guest's name.	2/2	Yes
Registered guests are not asked for duplicate information.	0/0	N/A
Associate confirms rate and type of room.	0/2	No
Associate provides room number discreetly.	2/2	Yes
Associate arranges escort of guest and belongings to room	0/2	No
Associate provides a warm and sincere closing.	2/2	Yes
Associate is properly attired, with nametag clearly visible.	0/2	No
Associate demonstrates appropriate behavior.	2/2	Yes
Associate demonstrates appropriate hygiene.	2/2	Yes

FRONT DESK-DEPARTURE**57% (8/14)**

Front Desk- Departure Service Summary

The guest proceeded to the front desk for check-out at 9:39am on Wednesday, July 9th and had a brief wait before he was assisted by the associate, Sally, who called the guest over to the desk. After confirming that the guest was checking out, Sally printed out a folio and showed the guest the final charge and wished him a pleasant day. Even though Sally was attentive in the small time the guest was at the front desk, he felt that it was rushed and Sally did not make an attempt to engage the guest fully or connect. Overall, the check-out encounter left the guest feeling it was streamlined and the associate failed to get to know the guest.

Express check-out services are available 24/7.	2/2	Yes
Associate provides warm and sincere greeting; recognizes guest appropriately.	0/2	No
Associate inquires about guest stay.	0/2	No
Associate provides a warm and sincere closing.	0/2	No
Associate is properly attired, with nametag clearly visible.	2/2	Yes
Associate demonstrates appropriate behavior.	2/2	Yes
Associate demonstrates appropriate hygiene.	2/2	Yes

LUGGAGE ASSISTANCE- ARRIVAL**67% (12/18)**

Luggage Assistance- Arrival Service Summary

Once arriving to the guestroom at 1:57pm on Monday, July 7th the guest pressed the Bell Desk button to have his bags brought to his room. After two rings, the phone was answered with the greeting "Bell Desk, Mark," in an abrupt manner that was not friendly. The guest asked if he could have his bags brought to his room and Mark inquired of the luggage ticket number. At 2:06pm, the guest received a knock on the door. When the guest opened the door, the Bellman, Roberto, greeted him and asked to enter the room. The luggage was placed on the luggage bench right inside of the room. Roberto inquired if the guest had any questions about the property and the guest declined. At the end of the encounter, Roberto wished the guest a pleasant stay and departed the room. Overall, the guest felt the luggage arrival experience was efficient and cordial, but wished that Roberto went above and beyond to explain the hotel than just ask if the guest had questions.

Associate provides warm and sincere greeting.	2/2	Yes
Associate is able to provide information about facilities when asked.	0/2	No
Associate places luggage on luggage stand or in appropriate area.	2/2	Yes
Associate explains features and functions of the room.	0/2	No
Associate offers to fill ice bucket.	0/2	No
Associate provides warm and sincere closing.	2/2	Yes
Associate is properly attired, with nametag clearly visible.	2/2	Yes
Associate demonstrates appropriate behavior.	2/2	Yes
Associate demonstrates appropriate hygiene.	2/2	Yes

LUGGAGE ASSISTANCE- DEPARTURE**58% (14/24)**

Luggage Assistance- Departure Service Summary

The guest placed a call to the Bell Desk on the morning of Wednesday, July 9th at 9:17am to request luggage assistance. The phone was answered by an unidentified male whose phone greeting was "Bell Desk". The guest asked if he could get luggage assistance and the associate asked the number of pieces, which the guest replied, then the associate let him know someone would be up shortly. At 9:31am, Carlos came to the door to assist with luggage. Carlos was cordial and efficient in retrieving the guest luggage, but did not engage conversationally with the guest. As Carlos escorted the guest to the Lobby for check-out it was a quiet ride on the elevator and Carlos did not offer to assist the guest in finding out transportation needs; by doing this it would have assisted the guest in a smooth departure. After arriving to the Lobby, the guest informed Carlos he needed to stop by the front desk to check-out and Carlos then inquired about his vehicle and said he would place his luggage on the curb with the Doorman. As the guest waited in line, Carlos approached the guest and said that the luggage was set to be placed in the car once valet retrieved it and the Doorman would assist with loading the luggage. The guest thanked Carlos and provided him with a gratuity, which Carlos graciously accepted and wished him a pleasant day. Upon completion of the luggage assistance departure, the guest felt that Carlos was professional and sincere, but would have liked for him to be personable and inquire about the guest stay at the property.

Service number is answered within three rings.	2/2	Yes
Associate provides warm and sincere greeting.	0/2	No
Associate offers to retrieve car or arrange other transportation.	0/2	No
Associate provides a warm and sincere closing.	0/2	No
Associate demonstrates appropriate behavior.	2/2	Yes
Associate arrives promptly. If not within five minutes, guest is notified of delay at time of request.	0/2	No
Associate provides warm and sincere greeting.	2/2	Yes
Associate inquires about guest's stay.	0/2	No
Associate provides a warm and sincere closing.	2/2	Yes
Associate is properly attired, with nametag clearly visible.	2/2	Yes
Associate demonstrates appropriate behavior.	2/2	Yes
Associate demonstrates appropriate hygiene.	2/2	Yes

GUEST ROOM REQUIREMENTS**46% (26/57)**

Guest Room Requirements Summary

The guestroom requirements were inconsistent in the ten rooms inspected during the walkthrough. Due to the age and lack of renovations to the property there were no upscale or high-end upgrades visible in any of the rooms. Wallpaper, carpet and ceilings had significant wear and tear and did not have the approved granite or wood finish as required. Also, case goods as well as upholstered furniture had major scuff marks, scratches or stains that were a trend in several rooms. The guest found that simple guest amenities such as hotel directory, newspapers, magazines as well as stationary were not available in the room or to the guest upon request. The guest had a sign on the desk to direct to television directory on channel 15, but upon inspection found that it was not operable. During the walkthrough, there was no sign of flat screen televisions available in any rooms inspected. The property informed that 300 of the 900 rooms did have that type of television, but were not seen in the ten rooms inspected. Also, bathroom amenities and requirements were also inconsistent with the type of style of several items (soap dishes, trash cans, toilet paper holders) being different in each room that did not follow a specific brand standard. Light was not available in some bathroom showers, specifically in the East Tower and majority of the bathtubs did not have height appropriate soap dishes. Make-up mirrors were only available in the East Tower and not in the Hotel Tower and also, porcelain sinks and upscale vanity counter enhancements were not seen.

Room size and placement of appointments provide an obvious degree of spaciousness, allowing increased ease of movement for multiple guests.	1/1	Yes
High-grade wood, marble, granite, or other upscale stone floors are present, or high density pile carpet with padding that provides exceptional comfort underfoot.	0/1	No
At least one upscale design enhancement such as: accent walls, furniture finish wood paneling, soft all coverings, ceiling trim, architectural feature, wainscot, chair rails.	0/1	No
Wood baseboards are in place.	0/1	No
Variety of matted and framed artwork (varied sizes and scenes) or other appointments that provide a distinctive or thematic upscale appeal.	0/1	No
Upscale headboard, bed base, and mattress are which include a comfort enhancement such as: pillow top, memory foam padding, adjustable comfort level, etc.	0/1	No
Bed coverings include three or more accent features, such as: comforter, duvet, dust ruffles, bed throw/scar, multiple pillows, accent pillows/shams, or triple sheeting.	0/1	No
Closet is fully-enclosed with a depth of at least 22 inches, and can enclose full-length apparel.	1/1	Yes
Sufficient space is present for at least two pieces of luggage (upgraded wooden luggage racks or designer-style benches)	1/1	Yes
Comfortable seating for three guests.	1/1	Yes
A large desk, with ample work space (e.g., enough space for a laptop computer, three 8 X 10 inch reference materials, and a portable printer).	1/1	Yes
Multiple electrical outlets (not in use) are conveniently placed at the desk.	1/1	Yes
Heat and air are available on demand and controlled through central system.	1/1	Yes
Multiple telephones are present in the room.	0/1	No
Two-line telephone or separate internet capability is provided.	0/1	No
High-speed wireless access available in all rooms.	1/1	Yes
Television is at least a 25 inch flat-screen Cable Ready TV or Flat-Panel TV (examples: LCD, Plasma, SED, etc.)	0/1	No
Television is located on credenza, dresser, or on/in other piece of furniture with a swivel, pull-out base or wall-mounted.	1/1	Yes
Television cables and cords are hidden from view.	1/1	Yes
Alarm clock has digital display.	1/1	Yes
A DVD player is present in locations where pay-per-view movies are not available.	0/0	N/A
Enhanced guest service directory is available in a folder, binder, or digital format.	0/1	No
Complimentary newspaper is delivered to the room.	0/1	No
Additional reading materials such as: magazines, books, etc. are available.	0/1	No
Magazines in guestroom are upscale in nature.	0/1	No
A Hotel Directory is present in the guest room.	0/1	No
Upgraded stationary package (envelopes, postcards, writing paper) is present.	0/1	No
A full-size iron and board is present in the guestroom.	1/1	Yes
In-room snacks, mini bar, or a refrigerator that can be custom stocked upon request is available in the guestroom.	1/1	Yes

Microwaves are available.	1/1	Yes
Extra pillows and blankets are available.	1/1	Yes
An in-room safe is present, with the capability to hold a standards 12" laptop computer.	1/1	Yes
Glass tumblers are provided.	0/1	No
Marble, granite, or other upscale stone floors are present; area rug(s) are present as appropriate.	0/1	No
At least one upscale design enhancement such as: accent walls, furniture finish wood paneling, soft all coverings, ceiling trim, architectural feature, wainscot, chair rails.	0/1	No
Wood or high-end stone baseboards are in place.	0/1	No
Matted and framed artwork or other appointments provide a distinct or thematic upscale appeal.	1/1	Yes
Ceiling has one architectural or design feature such as: treys, beams, medallions, vaulted/volume, murals/stencils, tin tiles or skylights, ceiling fans, special effect lighting, etc.	0/1	No
Tub is decoratively enhanced in design, size (greater than 4 1/2 feet and 14 inches depth), and/or style, such as: oval, round, or free form.	0/1	No
If shower is separate from tub, base is of upscale material such as: marble, granite, stone, or porcelain tiles.	0/0	N/A
Tub and shower height soap dishes are available.	0/1	No
Double shower curtains or a heavyweight glass door with or without a metal frame.	1/1	Yes
Shower fixtures are of a modern design with a fixed showerhead.	0/1	No
Toilet is two-piece, elongated, with enhanced style or function.	1/1	Yes
Sink is porcelain or porcelain on steel, with an upscale counter enhancement such as: wall faucets or upscale counter-mounted faucets.	0/1	No
Oversized (at least 6 sq. ft) of counter space of excellent quality, such as: marble, granite, or other solid stone.	0/1	No
A large (3ft x 5ft) mirror is present with an upscale frame.	1/1	Yes
Cabinetry in upscale in design, with furniture-finished skirting.	0/1	No
Lighting is of an upscale design and is in multiple locations.	0/1	No
Shower area is illuminated	0/1	No
Lighting provides an excellent level of overall illumination at each site.	0/1	No
Towels are heavyweight, plush to the touch, and have a firm, self-supporting feel.	1/1	Yes
Towels are premium cotton with high absorbency.	1/1	Yes
Freestanding soap dish is present at the sink.	0/1	No
Additional amenities, such as toothpaste, brush, comb, etc. are available onsite.	1/1	Yes
A freestanding hairdryer is present.	1/1	Yes
A make-up mirror is present.	0/1	No
A night-light is available in the bathroom area.	1/1	Yes
A landline or cordless telephone is present.	1/1	Yes

CONCIERGE ENCOUNTER**35% (8/23)****PHONE ENCOUNTER**

Concierge Phone Encounter Service Summary

At 3:30pm on Tuesday, July 8th, the guest pressed the Guest Services button to speak with the Concierge regarding restaurants in the area. The phone was answered by Sally and inquired if the Concierge was available. Sally told the guest that the hotel did not have a Concierge and asked if she could help. The guest asked if there were any steakhouses available in the area for the evening. Sally informed the guest she didn't know much about steakhouses, but that there were several hotels on Atlantic Ave a block from the hotel that he could see if there was a steakhouse. The guest asked if she knew what restaurants were there and she said no, that she just knew there were a lot. The guest thanked Sally for the information and hung-up. At the end of the encounter the guest was disappointed with the lack of information provided and that there was not a concierge available.

All phone calls are answered promptly within three rings.	2/2	Yes
Attendant provides warm and sincere greeting.	0/2	No
Associate anticipates guest's needs or makes a personalized recommendation.	0/5	No
Attendant demonstrates a knowledge of area attractions and services.	0/2	No
Attendant fulfills guest's request(s).	0/2	No
Attendant is efficient with providing the guest's request.	2/2	Yes
Attendant provides a warm and sincere closing.	0/2	No
Associate demonstrates appropriate behavior.	0/2	No
The associate is able to communicate effectively with the guest.	2/2	Yes
Associate provides warm and sincere greeting.	2/2	Yes

WAKE-UP CALL

Wake-up Call Service Summary

The guest placed a wake-up call request at 11:25pm by dialing the Guest Services button. An unidentified male answered with the appropriate greeting and when the guest asked for a wake-up call, the associate told him he needed to hang-up and press zero for the operator to place the request. The guest was annoyed as he wished the associate would have taken the request rather than having to make another call. The guest did oblige and when the operator answered the phone he again requested a wake-up call for 7am. The female associate, who did not identify herself, repeated the guest information, which afterwards she wished him a pleasant evening. At 7:00am, an automated call was received at the correct time with the appropriate greeting and information. Fifteen minutes later, the guest phone rang and a female associate gave a live follow-up wake-up call to the guest which was appreciated.

Service number is answered within three rings.	2/2	Yes
Operator provides warm and sincere greeting.	2/2	Yes
Operator asks appropriate questions and replies in a professional manner.	2/2	Yes
Operator provides a warm and sincere closing.	2/2	Yes
Associate demonstrates appropriate behavior.	2/2	Yes
Call is received within five minutes of requested time.	2/2	Yes
Message includes a warm and sincere greeting.	2/2	Yes
Operator provides warm and sincere closing.	2/2	Yes

DAYTIME HOUSEKEEPING**100% (6/6)**

Daytime Housekeeping Service Summary

The guest was content with the daytime housekeeping services as all applicable standards were met during the stay. The bed was refreshed and the bathroom was cleaned to satisfaction. The guest did leave the ironing board out and wished the housekeeper would have placed it back in the closet.

Attendant changes sheets (if necessary) and remakes bed.	1/1	Yes
Attendant straightens bathroom.	1/1	Yes
Attendant re-points tissues.	1/1	Yes
Attendant cleans soiled surfaces.	1/1	Yes
Attendant replaces or straightens used towels (where Green Program is in place).	0/0	N/A
Attendant replenishes used amenities.	1/1	Yes
Attendant empties wastebasket.	1/1	Yes
Attendant adjusts drapes, if necessary.	0/0	N/A
Attendant replaces used glasses.	0/0	N/A

TURNDOWN- HOUSEKEEPING

Turndown- Housekeeping Service Summary

The property did not offer turndown services during the guest stay.

TURNDOWN- EVENING ONE

Was turndown service available at the property?	0/0	No
Attendant folds back or removes bedspread.	0/0	N/A
Associate exhibits a professional vocabulary that is devoid of common slang.	0/0	N/A
Associate demonstrates appropriate hygiene.	0/0	N/A
Associate consistently maintains eye contact with guests.	0/0	N/A
Attendant turns up pillows.	0/0	N/A
Attendant straightens bathroom.	0/0	N/A
Attendant re-points tissues.	0/0	N/A
Attendant cleans soiled surfaces.	0/0	N/A
Attendant replaces or straightens used towels (where Green Program is in place).	0/0	N/A
Attendant replenishes used amenities.	0/0	N/A
Attendant empties wastebasket.	0/0	N/A
Attendant adjusts drapes.	0/0	N/A
Attendant adjusts room lighting.	0/0	N/A
Attendant refreshes ice.	0/0	N/A
Attendant replaces used glasses.	0/0	N/A
Attendant displays evening services, such as: robe on bed, laundry, shoeshine, etc.	0/0	N/A

TURNDOWN- EVENING TWO

Attendant folds back or removes bedspread.	0/0	N/A
Attendant turns up pillows.	0/0	N/A
Attendant straightens bathroom.	0/0	N/A
Attendant re-points tissues.	0/0	N/A
Attendant cleans soiled surfaces.	0/0	N/A
Attendant replaces or straightens used towels (where Green Program is in place).	0/0	N/A
Attendant replenishes used amenities.	0/0	N/A
Attendant empties wastebasket.	0/0	N/A
Attendant adjusts drapes.	0/0	N/A
Attendant adjusts room lighting.	0/0	N/A
Attendant refreshes ice.	0/0	N/A
Attendant replaces used glasses.	0/0	N/A
Attendant displays evening services, such as: robe on bed, laundry, shoeshine, etc.	0/0	N/A

LAUNDRY/VALET SERVICES**53% (18/34)**

Laundry/Valet Service Summary

On the morning of Tuesday, July 8th at 7:30am the guest placed a call to Guest Services and was greeted by Sally. The guest explained that he needed Laundry Services for a suit. Sally informed the guest he would to go to the Bell Desk to fill out a form to have laundry services and it needed to be done by 8:30am. The guest inquired if Sally could send someone to pick up the items and she said no, that the guest needed to drop off the items. At 7:40am, the guest stopped by the Bell Desk and dropped off his items with Liz. At 2:42pm that same day, the guest received a call in his room from an unidentified associate at the Bell Desk informing him that his laundry items were ready to be picked up. The guest asked if someone could bring it to his room, which the associate obliged. Ten minutes later, the Bellman, Robert brought the guest items to his room and hung them appropriately in the closet.

The call is answered in three rings and guest is greeted by name.	0/2	No
Laundry is retrieved within 10 minutes upon request.	0/2	No
Associate rings the door bell (or knocks on the door) and announces their department.	0/2	No
The guest is warmly greeted by name.	0/2	No
Return time and service (regular or express) is confirmed with the guest.	0/2	No
Guest must be notified of any pre-existing major damages prior to cleaning. The laundry and dry cleaning staff shall notify guests of all stains that could not be removed. All standard buttons shall be replaced; minor mending and repair shall be offered. The guest should be satisfied with the finished product.	0/2	No
Marking tabs shall be attached to items on an unobtrusive place and shall be easy to remove.	2/2	Yes
A copy of the laundry and dry cleaning slip shall be returned to the guest with the laundry/dry cleaning/pressing.	2/2	Yes
Hotel provides 24 hours laundry service, 7 days a week. Express service (maximum 4 hours) and overnight service is available.	0/2	No
Garments are returned at the time promised by the laundry and dry cleaning associates.	0/2	No
The items are presented as guest requested.	2/2	Yes
Associate exhibits a professional vocabulary that is devoid of common slang.	2/2	Yes
Associate demonstrates appropriate hygiene.	2/2	Yes
Associate consistently maintains eye contact with guests.	2/2	Yes
Associate is properly attired, with name tag clearly visible.	2/2	Yes
Associate demonstrates appropriate behavior.	2/2	Yes
Hang garments are placed in the closet and folded garments are neatly placed in a basket.	2/2	Yes

MAINTENANCE REQUEST**83% (20/24)**

Maintenance Request Service Summary

On Tuesday, July 8th at 11:52am, the guest rang Guest Services. The associate Sally answered the phone to assist the guest. The guest explained that the toilet in his room would not flush properly and would like someone to fix it. Sally informed the guest that she would send someone up to fix the problem. An hour later, Robert from Maintenance arrived to resolve the guest issue rather quickly. At the end, the guest was happy the problem was fixed, but was more concerned that it took over an hour for someone to respond to the situation.

Service number is answered within three rings.	2/2	Yes
Operator provides warm and sincere greeting.	2/2	Yes
Operator asks appropriate questions and replies in a professional manner.	2/2	Yes
Operator provides a warm and sincere closing.	0/2	No
Associate demonstrates appropriate behavior.	2/2	Yes
Associate arrives within 15 minutes of guest's initial request. If there is a delay, the guest is notified at the time of the inquiry.	0/2	No
Associate provides warm and sincere greeting	2/2	Yes
Associate fulfills guest request.	2/2	Yes
Associate provides warm and sincere closing.	2/2	Yes
Associate is properly attired, with nametag clearly visible.	2/2	Yes
Associate demonstrates appropriate behavior.	2/2	Yes
Associate demonstrates appropriate hygiene.	2/2	Yes

RETAIL OUTLET**73% (22/30)**

Retail Outlet Service Summary

The guest made his way to the Trump Plaza gift shop on Tuesday, July 8th at 8:49am for his retail outlet experience. The guest entered the shop, but was not greeted by the associate, Fran who was behind the cash register. As the guest observed items, he asked Fran if there were Trump logo items available. Fran informed the guest by saying they were around the corner. The guest found an item and proceeded back to the cash register where Fran did not engage and processed the transaction in a robotic manner. Overall, the guest was disappointed in the experience as it was quick and lackluster due to Fran's non-interest in the guest.

The associate promptly greeted the guest with a sincere greeting?	0/2	No
The associate offered assistance.	0/2	No
The associate suggested additional purchases.	0/2	No
The merchandise were neatly and attractively displayed (not shop-worn or disorganized).	2/2	Yes
Prices were clearly marked on the merchandise.	2/2	Yes
Food and beverage products fresh and not beyond the expiration date.	2/2	Yes
Toiletries available in the retail outlet (toothpaste, toothbrush, comb, contact lens solution, clippers, feminine hygiene products)?	2/2	Yes
Business supplies available (pens, business note pads, computer supplies, etc)	2/2	Yes
Local and national newspapers were available and current.	2/2	Yes
Adult magazines were secluded.	0/0	N/A
The associate presented a correct, itemized bill.	2/2	Yes
Room charges were available and courteously accommodated?	2/2	Yes
The charges were correctly posted to the guest folio.	0/0	N/A
The guest was politely thanked by the associate.	2/2	Yes
The associate smiled and made eye contact wit the guest.	0/2	No
The associate was polite, professional and personable or used polite "please/thank you" and "you're welcome" verbiage when coinversing with the guest.	2/2	Yes
The associate was neatly groomed and wears a uniform that was complete, clean and in good condition (including nametag)?	2/2	Yes

FITNESS CENTER

Fitness Center Service Summary

The Fitness Center is connected to the Spa, so all guests have to walkthrough either the Male or Female locker rooms and spa treatment areas to access the facility. The Fitness Center was well maintained and met all requirements of the brand standards. The guest was concerned with outdated equipment as well as worn areas in the locker room and shower area.

Fitness center room is enhanced with at least three of the following elements: mirrored walls, television, water cooler, bathroom, towels, clock, or scales.	2/2	Yes
Associates check the facility every hour to ensure cleanliness and that all items/ equipment are appropriately stocked and maintained.	2/2	Yes
Water and cups are continuously supplied, unless bottled water is used.	2/2	Yes
Towel supply is refreshed while soiled towels are removed from the facility.	2/2	Yes
Music and televisions are playing at an appropriate volume.	2/2	Yes
Associates wipe down equipment as necessary.	2/2	Yes
Bathroom and locker area is key clean, with towels removed, floor dry, and debris removed as necessary.	2/2	Yes
Current magazines and newspapers are displayed and in good condition.	2/2	Yes
Apples or other appropriate fruit is supplied.	2/2	Yes

PUBLIC AREA REQUIREMENTS**55% (17/31)**

Public Area Requirements Summary

The overall public area space was outdated and general upkeep of the property was not evident during the evaluation. The exterior of the building had visible soot and black scuff marks throughout and there was a concern of high-pressure washing not being done to assist in keeping up with the curb appeal of the property. Landscaping was a positive for the exterior as it was neatly done and assisted in trying to create a positive welcome. The Lobby was a high traffic area and saw concerns of no public space attendants taking care of the space. Any area that saw heavy traffic from the Boardwalk had sand debris visible on the carpet as well as the main lobby area floors which were faded in appearance. Any public space area that had a gold finish or mirrored texture was tarnished and saw oxidation in over 90% of these areas. Elevators were also worn and had major conditional issues with tarnish on the exterior and interior of doors, carpet stains and wear and scratches to vinyl. Public Restrooms were substantial with the flow of guest that were in the hotel, but rarely saw public space attendants taking care of the area. The guestroom corridors were dated and worn, but saw some areas that had a mixture of carpet styles and did not have a specific standard.

EXTERIOR BUILDING AREA

The combination of all exterior elements is substantial, impressive, well-integrated, and imparts an excellent level of curb appeal which is upscale in style.	0/1	No
Various landscape features are well-coordinate for form, function, and seasonality.	1/1	Yes
Landscaping is obviously professionally planned and manicured.	1/1	Yes
Structure is obviously upscale, with significantly enhanced form and function of residential appointments such as: enhanced roofs, moldings, chimneys, balconies, etc.	0/1	No
Parking area is paved and marked.	1/1	Yes
Valet parking is available upon request or some other upgraded feature such as: covered/indoor parking, shuttle service, or evidence of added security.	1/1	Yes

LOBBY AND PUBLIC AREAS

High-grade wood, marble, granite, or other upscale stone floors, or high density pile carpet with padding that provides exceptional comfort underfoot.	0/1	No
Decorative wall treatments, such as: drywall with textured and painted finish, decorative vinyl coverings, or select grade wood/stone.	0/1	No
Walls have at least one significant design enhancement, such as: accent wall(s), furniture-finish wood paneling, soft wall coverings, ceiling trim, architectural features, wainscot, etc.	0/1	No
Wood baseboards are present.	0/1	No
Variety of matted and framed or unframed artwork (varies seized and scenes) or other appointments that provide a distinctive or thematic upscale appeal.	1/1	Yes
Ceilings feature at least one architectural element, such as: treys, beams, medallions, vaulted/volume, murals/stencils, tin tiles or skylights, ceiling fans, special effect lighting, etc.	1/1	Yes
Multiple conversational groupings, including one or more privacy areas.	0/1	No
Identifiable guest service area and bell stand.	1/1	Yes

ELEVATORS

Elevators are primarily dedicate to guests' use and is recessed from the lobby and guestroom corridors.	1/1	Yes
Additional service elevator is available for staff use.	1/1	Yes
Multiple elevators include upscale appointments.	0/1	No
Elevator landings include a variety of five upscale furnishings such as: sofa table, lamps/wall sconce, phone, artwork, chair, coffee table, mirror, flowers/plants, etc.	0/1	No

PUBLIC RESTROOMS

Separate gender restrooms are located in a convenient location.	1/1	Yes
If property has expanded meeting facilities, then additional restrooms are available in proportion.	1/1	Yes

GUESTROOM CORRIDORS

Guest corridors have high-grade wood, marble, granite, or other upscale stone floors, or high density pile carpet with padding that provides exceptional comfort underfoot.	0/1	No
Decorative wall treatments, such as: drywall with textured and painted finish, decorative vinyl coverings, or select grade wood/stone.	0/1	No
Walls have at least one significant design enhancement, such as: accent wall(s), furniture-finish wood paneling, soft wall coverings, ceiling trim, architectural features, wainscot, etc.	0/1	No
Wood baseboards are present.	0/1	No
Variety of matted and framed or unframed artwork (varies seized and scenes) or other appointments that provide a distinctive or thematic upscale appeal.	1/1	Yes
Ceilings show predominant use of decorative elements to painted drywall, such as: an advanced textured finish (knockdown, orange peel, comb, slap brush, etc.), or select grade wood/stone.	1/1	Yes
Ceilings feature at least one architectural element, such as: treys, beams, medallions, vaulted/volume, murals/stencils, tin tiles or skylights, ceiling fans, special effect lighting, etc.	0/1	No
Lighting fixtures are well coordinated for form and function, and reflect upscale design.	1/1	Yes
Lighting fixtures provide an excellent level of overall illumination.	1/1	Yes
Emergency Exits are clearly identified.	1/1	Yes
Directional signage was present and easy to understand.	1/1	Yes

LOBBY OBSERVATIONS**44% (8/18)**

Lobby Observations Summary:

The guest observed the Lobby on Tuesday, July 8th from 5:00pm - 5:30pm. The guest observed a minimal flow of guests through the Lobby during his observation. At the front desk, there were three associates present and were ably assisting guests during the time period. There was one associate posted behind the Bell Desk that did not engage with any guest if he was not on the telephone. Lastly, there was one Doorman who was present in the Porte Cochere and working closely with valet to assist guests with their luggage. If the associates were not assisting guest at their stations, they did not engage or look up from the respective post to acknowledge any guest walking through the Lobby. Due to the columns that were placed in the middle of the Lobby it did distract from the flow and some guests appeared confused trying to maneuver around the columns.

Queues were visible at the front desk.	0/0	Yes
Waiting guests were attended to in a prompt manner by the staff.	2/2	Yes
All work stations at the front desk were utilized to handle the volume of business.	0/2	No
Management was visible, as necessary, in the lobby area and assisting guests.	0/2	No
The staff members were present in the lobby assisting guests and engaging in conversation with the guest rather than engaging in conversations with their fellow staff members.	0/2	No
The staff members observed in the lobby smiled and made eye contact with the guests as well as offering positive body language.	0/2	No
The staff members observed in the lobby were neatly groomed and wore their uniform that was complete, clean and in good condition (including their name tag).	2/2	Yes
The staff members observed in the lobby have a good working knowledge of the hotel and were they able to answer questions regarding the property posed by the guest.	2/2	Yes
The staff members observed in the lobby left a positive impression with the guest.	0/2	No
The sense and mood of the lobby was of an organized and smoothly run operation from the guest's point of view.	2/2	Yes

ROOM SERVICE- DINNER

Room Service- Dinner Service Summary

Room Service was closed during the evaluation. According to the property, Room Service was only available Friday - Sunday.

Service number is answered within three rings.	0/0	N/A
Associate provides a warm and sincere greeting.	0/0	N/A
Operator asks appropriate questions and replies in a professional manner.	0/0	N/A
Associate repeats order to guest.	0/0	N/A
Associate provides time estimate for delivery (within 30 minutes).	0/0	N/A
Associate provides a warm and sincere closing.	0/0	N/A
Associate demonstrates appropriate behavior.	0/0	N/A
Associate calls to advise guest if order will be late or if items ordered are not available.	0/0	N/A
Delivered within five minutes of time promised.	0/0	N/A
Associate provides a warm and sincere greeting.	0/0	N/A
Associate provides a suggestion as to tray/table placement.	0/0	N/A
Associate reviews guest order.	0/0	N/A
Associate prepares table set up and removes food covers, with guest permission.	0/0	N/A
Food presentation and quality of ingredients reflect upscale experience.	0/0	N/A
All appropriate dishware and linens are of upscale quality.	0/0	N/A
All food is served at the appropriate temperature.	0/0	N/A
All food is prepared as ordered.	0/0	N/A
Associate offers to pour beverages.	0/0	N/A
Associate provides written or verbal direction for tray/table removal.	0/0	N/A
Attendant provides a warm and sincere closing.	0/0	N/A
Associate is properly attired, with nametag clearly visible.	0/0	N/A
Associate demonstrates appropriate behavior.	0/0	N/A
Associate demonstrates appropriate hygiene.	0/0	N/A
Prompt (within 15 minutes) removal of tray/tables, upon request.	0/0	N/A

ROOM SERVICE- BREAKFAST

Room Service- Breakfast Service Summary

Room Service was closed during the evaluation. According to the property, Room Service was only available Friday - Sunday.

Service number is answered within three rings.	0/0	N/A
Associate provides a warm and sincere greeting.	0/0	N/A
Operator asks appropriate questions and replies in a professional manner.	0/0	N/A
Associate repeats order to guest.	0/0	N/A
Associate provides time estimate for delivery (within 30 minutes).	0/0	N/A
Associate provides a warm and sincere closing.	0/0	N/A
Associate demonstrates appropriate behavior.	0/0	N/A
Associate calls to advise guest if order will be late or if items ordered are not available.	0/0	N/A
Delivered within five minutes of time promised.	0/0	N/A
Morning newspaper is presented with breakfast.	0/0	N/A
Associate provides a warm and sincere greeting.	0/0	N/A
Associate provides a suggestion as to tray/table placement.	0/0	N/A
Associate reviews guest order.	0/0	N/A
Associate prepares table set up and removes food covers, with guest permission.	0/0	N/A
Food presentation and quality of ingredients reflect upscale experience.	0/0	N/A
All appropriate dishware and linens are of upscale quality.	0/0	N/A
All food is served at the appropriate temperature.	0/0	N/A
All food is prepared as ordered.	0/0	N/A
Associate offers to pour beverages.	0/0	N/A
Associate provides written or verbal direction for tray/table removal.	0/0	N/A
Attendant provides a warm and sincere closing.	0/0	N/A
Associate is properly attired, with nametag clearly visible.	0/0	N/A
Associate demonstrates appropriate behavior.	0/0	N/A
Associate demonstrates appropriate hygiene.	0/0	N/A
Prompt (within 15 minutes) removal of tray/tables, upon request.	0/0	N/A

LIQUID BAR- BAR ENCOUNTER

Liquid Bar Service Summary

The Liquid Bar was closed during the evaluation and was not inspected.

Associate provides warm and sincere greeting.	0/0	N/A
Associate ensures appropriate ambiance is set for guests e.g., candles lit and music at comfortable level.)	0/0	N/A
Associate solicits beverage order within two minutes of being seated.	0/0	N/A
Associate explain any special drink promotions.	0/0	N/A
Associate extends the courtesy of running a tab to all hotel guests presenting a room key or credit card.	0/0	N/A
Correct and appropriate glassware is available and used for each beverage.	0/0	N/A
All beverages are prepared according to industry standards or guest's specifications.	0/0	N/A
Beverages are delivered to tables within three minutes of their order.	0/0	N/A
Beverages are served at the bar within two minutes of their order.	0/0	N/A
At tables, all drinks are served from a service tray whenever possible.	0/0	N/A
All drinks are presented on a coaster or napkin.	0/0	N/A
For guests ordering wine, proper wine presentation service is followed.	0/0	N/A
Complimentary snacks (at least two types) are presented and replenished as necessary.	0/0	N/A
Check is presented in clean folder with a hotel/restaurant pen.	0/0	N/A
Associate provides a warm and sincere closing.	0/0	N/A
Associate is properly attired, with nametag clearly visible.	0/0	N/A
Associate demonstrates appropriate behavior.	0/0	N/A
Associate demonstrates appropriate hygiene.	0/0	N/A
Host provides warm and sincere greeting.	0/0	N/A

MAX'S PRIME

Max's Prime Service Summary

Max's Prime was closed during the evaluation and was not inspected.

Host provides warm and sincere greeting.	0/0	N/A
Host escorts guest to table at a comfortable pace.	0/0	N/A
Host asks if assigned table is satisfactory.	0/0	N/A
Host presents a clean and undamaged menu to the guest.	0/0	N/A
If applicable, the host extends an inviting description of the buffet.	0/0	N/A
Extra place settings are removed.	0/0	N/A
Host provides a warm and sincere closing.	0/0	N/A
Host is properly attired, with nametag clearly visible.	0/0	N/A
Host demonstrates appropriate behavior.	0/0	N/A
Host demonstrates appropriate hygiene.	0/0	N/A
Server provides warm and sincere greeting.	0/0	N/A
Server acknowledges guest within thirty seconds of being seated.	0/0	N/A
Server verbally welcomes guest within three minutes of being seated.	0/0	N/A
Water is immediately poured or offered upon greeting.	0/0	N/A
Server explains any special food promotions and menu items, including all ingredients and preparation.	0/0	N/A
Server takes guest order in efficient manner, repeating each order(s) back to ensure accuracy.	0/0	N/A
Accompanying items are recommended when appropriate.	0/0	N/A
The first course is served within ten minutes ordering, with entree following within twenty minutes of ordering.	0/0	N/A
Entrees are presented in an efficient and personable manner.	0/0	N/A
All food is served at the appropriate temperature.	0/0	N/A
Server checks on guest within three minutes of receiving each course to ensure satisfaction.	0/0	N/A
Table is cleared once all guests have finished eating.	0/0	N/A
Check is presented in a clean folder with a hotel/restaurant pen.	0/0	N/A
Server provides a warm and sincere closing.	0/0	N/A
Server is properly attired, with nametag clearly visible.	0/0	N/A
Server demonstrates appropriate behavior.	0/0	N/A
Server demonstrates appropriate hygiene.	0/0	N/A

LIQUID BAR- MEAL ENCOUNTER**75% (36/48)**

Liquid BarService Summary

For the bar meal encounter, the guests experienced Bar A Bar due to the Liquid Bar being closed during the evaluation. On Tuesday, July 8th at 1:35pm the guest proceeded to the host podium and was greeted by the associate, Jamari. The guest inquired if they could sit at a table for lunch, Jamari agreed they could, handed them menus and said they could sit anywhere. Once the guest found a table, they were greeted by the server, Jules at 1:38pm who informed the guest of the bar specials. The guest was appreciative for the information that she provided. The guest placed their order at 1:44pm and food was received by the runner at 1:55pm in a timely fashion. Throughout the meal, Jules was attentive and personable checking back on the guest and their dining experience. Overall, the guest enjoyed the service and Jules and her outgoing personality.

Host provides warm and sincere greeting.	2/2	Yes
Host escorts guest to table at a comfortable pace.	0/2	No
Host asks if assigned table is satisfactory.	0/2	No
Host presents a clean and undamaged menu to the guest.	2/2	Yes
If applicable, the host extends an inviting description of the buffet.	0/0	N/A
Extra place settings are removed.	0/0	N/A
Host provides a warm and sincere closing.	0/2	No
Host is properly attired, with nametag clearly visible.	2/2	Yes
Host demonstrates appropriate behavior.	2/2	Yes
Host demonstrates appropriate hygiene.	2/2	Yes
Server provides warm and sincere greeting.	2/2	Yes
Server acknowledges guest within thirty seconds of being seated.	0/2	No
Server verbally welcomes guest within three minutes of being seated.	2/2	Yes
Water is immediately poured or offered upon greeting.	0/2	No
Server explains any special food promotions and menu items, including all ingredients and preparation.	2/2	Yes
Server takes guest order in efficient manner, repeating each order(s) back to ensure accuracy.	0/2	No
Accompanying items are recommended when appropriate.	0/0	N/A
The first course is served within ten minutes ordering, with entree following within twenty minutes of ordering.	2/2	Yes
Entrees are presented in an efficient and personable manner.	2/2	Yes
All food is served at the appropriate temperature.	2/2	Yes
Server checks on guest within three minutes of receiving each course to ensure satisfaction.	2/2	Yes
Table is cleared once all guests have finished eating.	2/2	Yes
Check is presented in a clean folder with a hotel/restaurant pen.	2/2	Yes
Server provides a warm and sincere closing.	2/2	Yes
Server is properly attired, with nametag clearly visible.	2/2	Yes
Server demonstrates appropriate behavior.	2/2	Yes
Server demonstrates appropriate hygiene.	2/2	Yes

24 CENTRAL CAFE**88% (42/48)**

24 Central Cafe Service Summary

On Wednesday, July 9th, the guest dined in the 24 Central Café for breakfast. The guest was greeted warmly by the hostess Chirag who asked where he would like to be seated. Once seated, a minute later, Jabeer arrived at the table with glasses of water with the guest and asked if he would like coffee. The server, Morris, came over and inquired if the guests were ready to order. The guest ordered off the menu and Morris let them know he would put the order in and have it out soon. The food was delivered to the table within 11 minutes and Morris inquired about the satisfaction of the items which the guest was pleased and at that time Morris dropped off the check. This was the guest's second breakfast experience with Morris and he was cordial and friendly in his interaction. After completing their meal, the guest took the check to the counter and was processed by Diana in a quick and efficient manner and she wished the guest a pleasant day.

Host provides warm and sincere greeting.	2/2	Yes
Host escorts guest to table at a comfortable pace.	2/2	Yes
Host asks if assigned table is satisfactory.	2/2	Yes
Host presents a clean and undamaged menu to the guest.	2/2	Yes
If applicable, the host extends an inviting description of the buffet.	0/0	N/A
Extra place settings are removed.	0/0	N/A
Host provides a warm and sincere closing.	2/2	Yes
Host is properly attired, with nametag clearly visible.	2/2	Yes
Host demonstrates appropriate behavior.	2/2	Yes
Host demonstrates appropriate hygiene.	2/2	Yes
Server provides warm and sincere greeting.	2/2	Yes
Server acknowledges guest within thirty seconds of being seated.	0/2	No
Server verbally welcomes guest within three minutes of being seated.	2/2	Yes
Water is immediately poured or offered upon greeting.	2/2	Yes
Server explains any special food promotions and menu items, including all ingredients and preparation.	0/2	No
Server takes guest order in efficient manner, repeating each order(s) back to ensure accuracy.	2/2	Yes
Accompanying items are recommended when appropriate.	0/0	N/A
The first course is served within ten minutes ordering, with entree following within twenty minutes of ordering.	2/2	Yes
Entrees are presented in an efficient and personable manner.	2/2	Yes
All food is served at the appropriate temperature.	2/2	Yes
Server checks on guest within three minutes of receiving each course to ensure satisfaction.	2/2	Yes
Table is cleared once all guests have finished eating.	2/2	Yes
Check is presented in a clean folder with a hotel/restaurant pen.	0/2	No
Server provides a warm and sincere closing.	2/2	Yes
Server is properly attired, with nametag clearly visible.	2/2	Yes
Server demonstrates appropriate behavior.	2/2	Yes
Server demonstrates appropriate hygiene.	2/2	Yes

Food Court Service Experience

The guest entered the Sabarro Pizza shop located at the parking garage corridor at 7:30pm on Tuesday, July 8th. There were two guests waiting in line to be served when the guest approached with only one associate assisting. The traffic of the shop was minimal, but appeared that the one associate was extremely busy with the guest he was serving. The general upkeep of the area was maintained with minimal concerns of the conditional of the tile floor and dust that was present on the ceiling. The guest did purchase an item from the snack shop and was assisted by a male associate with no nametag. The associate rang the item up with no conversation and processed it in a transactional manner. At the end the associate thanked the guest and continued to help additional guest in line.

CASINO 50%**(76/153)****SLOTS 0% (0/4)**

Slots Service Summary

The guest on multiple occasions pressed the service light button for his Slots Representative encounters and each time the guest waited over ten minutes and did not have an encounter with a slot representative. Slot Representatives were noticed on the floor in yellow jackets, but each time did not stop for the light that was illuminated on top of the guest's machine.

SLOT REPRESENTATIVE 1

Time of Request:		8:58 PM
Time of Response:		8:58 PM
Location:		L-502
Associate Name:		N/A
Associate is male or female?	0/0	N/A
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):		N/A
Employee greets the guest by initiating a warm friendly verbal greeting.	0/1	No

Slot Representative 1 Experience

The guest pressed his service light button on the slot machine at 8:58pm on July 7 and waited a total of 12 minutes without a response before moving to another area of the casino. The guest was disheartened by the lack of attention given to the guest on the casino floor during his time.

Employee responded to the call in less than two (2) minutes.	0/1	No
The employee was enthusiastic, up-beat and positive (using hand gestures, body language, inflection and tone of voice).	0/0	N/A
Smiles and makes eye contact at least two (2) times throughout the interaction.	0/0	N/A
How many times did the associate smile and make eye contact during the interaction?		
Employee was knowledgeable regarding gaming machines and current promotions.	0/0	N/A
Checks for Satisfaction (i.e. is there anything else I can assist you with).	0/0	N/A
The employee shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.)	0/0	N/A
The employee was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	0/0	N/A

SLOT REPRESENTATIVE 2

Time of Request:		11:00 PM
Time of Response:		11:15 PM
Location:		G-603
Associate Name:		N/A
Associate is male or female?	0/0	N/A
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):		N/A
Slot Representative 2 Experience:		

On Tuesday, July 8th, the guest pressed his service light button on the slot machine at 11:00pm for his slot representative experience. The guest waited on the casino floor at the slot machine for a total of 15 minutes without a response for a slot representative before moving to another gaming area to participate. The guest was disheartened by the lack of attention given to the guest on the casino floor during his time. He would have liked more attention to detail as well to the service that was needed.

Employee greets the guest by initiating a warm friendly verbal greeting.	0/1	No
Employee responded to the call in less than two (2) minutes.	0/0	N/A
The employee was enthusiastic, up-beat and positive (using hand gestures, body language, inflection and tone of voice).	0/0	N/A
Smiles and makes eye contact at least two (2) times throughout the interaction.	0/0	N/A
How many times did the associate smile and make eye contact during the interaction?		
Employee was knowledgeable regarding gaming machines and current promotions.	0/0	N/A
Checks for Satisfaction (i.e. is there anything else I can assist you with).	0/0	N/A
The employee shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.)	0/0	N/A
The employee was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	0/0	N/A

SLOT REPRESENTATIVE 3

Time of Request:		11:21 PM
Time of Response:		11:47 PM
Location:		G-712
Associate Name:		N/A
Associate is male or female?	0/0	N/A
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):		N/A
Slot Representative 3 Experience:		

On Tuesday, July 8th, the guest pressed his service light button on the slot machine at 11:21pm for his slot representative experience. The guest waited on the casino floor at the slot machine for a total of 26 minutes without a response for a slot representative before moving to another gaming area to participate. The guest was disheartened by the lack of attention given to the guest on the casino floor during his time. He would have liked more attention to detail as well to the service that was needed.

Employee greets the guest by initiating a warm friendly verbal greeting.	0/1	No
Employee responded to the call in less than two (2) minutes.	0/0	N/A
The employee was enthusiastic, up-beat and positive (using hand gestures, body language, inflection and tone of voice).	0/0	N/A
Smiles and makes eye contact at least two (2) times throughout the interaction.	0/0	N/A
How many times did the associate smile and make eye contact during the interaction?		
Employee was knowledgeable regarding gaming machines and current promotions.	0/0	N/A
Checks for Satisfaction (i.e. is there anything else I can assist you with).	0/0	N/A
The employee shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.)	0/0	N/A
The employee was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	0/0	N/A

SLOT REPRESENTATIVE 4

Time of Request:		10:04 PM
Time of Response:		10:22 PM
Location:		L-509
Associate Name:		N/A
Associate is male or female?	0/0	N/A
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):		N/A
Employee greets the guest by initiating a warm friendly verbal greeting.	0/0	N/A

Slot Representative 4 Experience

On Tuesday, July 8th, the guest pressed his service light button on the slot machine at 10:04pm for his slot representative experience. The guest waited on the casino floor at the slot machine for a total of 18 minutes without a response for a slot representative before moving to another gaming area to participate.

Employee responded to the call in less than two (2) minutes.	0/1	No
The employee was enthusiastic, up-beat and positive (using hand gestures, body language, inflection and tone of voice).	0/0	N/A
Smiles and makes eye contact at least two (2) times throughout the interaction.	0/0	N/A
How many times did the associate smile and make eye contact during the interaction?		
Employee was knowledgeable regarding gaming machines and current promotions.	0/0	N/A
Checks for Satisfaction (i.e. is there anything else I can assist you with).	0/0	N/A
The employee shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.)	0/0	N/A
The employee was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	0/0	N/A

TABLE GAMES**40% (26/65)**

Table Games Service Summary

The guest experienced nice and friendly service interactions at most of the table games. The guest noticed that during the day it was slow with minimal action and dealers took more time to engage and personalize the experience. At night with heavier traffic, dealers were more efficient and minimal in conversation or engagement. There was only one pit of games open during the service encounters which made it difficult to engage and get a variety of interactions with associates. The games that were open saw a flow of guest and stayed busy.

TABLE GAME DEALER 1

Time:	9:56 AM
Location:	RO-13
Associate Name:	Cathy
Associate is male or female?	0/0 Female
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	Glasses, Dark Brown Hair

Table Game Dealer 1 Experience:

On Tuesday morning, July 8th at 9:56am, the guest approached the Roulette table to play. There were no other guests playing or waiting to play the Roulette game during this time. Cathy offered a gracious and friendly greeting and offered the guest a seat to play. Cathy was personable, friendly and attentive to the guest as he was the only one at the table during this time and made for a great lasting impression. Cathy was knowledgeable of the game as well as the area and made the guest feel special and welcomed at the table.

Dealer initiated a friendly verbal greeting when guest arrived at the table.	1/1	Yes
Dealer smiles and makes eye contact with the guest.	1/1	Yes
Dealer asks guest for their players card.	0/1	No
The dealer was energetic, up-beat and positive (enthusiastic tone of voice and body language).	1/1	Yes
The dealer checks for satisfaction (i.e. Are you have a good time/How are you/Are you enjoying your stay/etc.).	1/1	Yes
The Dealer thanks the guest for playing and provides a warm parting remark.	1/1	Yes
The Dealer is efficient and knowledgeable regarding the play of the game.	1/1	Yes
During dealer shift changes, the new dealer is introduced.	0/0	N/A
The Dealer was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	2/2	Yes

TABLE GAME DEALER 2

Time:	10:15 AM
Location:	SP-03
Associate Name:	Dawn
Associate is male or female?	0/0 Female
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	Black Hair
Table Game Dealer 2 Experience:	

The guest approached the Blackjack table at 10:15am on Tuesday, July 8th to play the game. The guest sat the table where the dealer Dawn was in the process of a game. Dawn did not greet the guest, but just asked how much he would like to buy in for. The guest replied and was given chips to play. During the game, Dawn's demeanor was serious and did not engage or smile during the gaming time. Her facial expressions and body language showed of disinterest of annoyance which did not provide for a positive experience. During the Blackjack game there was a dealer change out with April, but she was not introduced during the change out. The Blackjack experience was not exciting and did not make the guest feel like spending more time due to the lack of energy.

Dealer initiated a friendly verbal greeting when guest arrived at the table.	0/1	No
Dealer smiles and makes eye contact with the guest.	0/1	No
Dealer asks guest for their players card.	0/1	No
The dealer was energetic, up-beat and positive (enthusiastic tone of voice and body language).	0/1	No
The dealer checks for satisfaction (i.e. Are you have a good time/How are you/Are you enjoying your stay/etc.).	0/1	No
The Dealer thanks the guest for playing and provides a warm parting remark.	0/1	No
The Dealer is efficient and knowledgeable regarding the play of the game.	1/1	Yes
During dealer shift changes, the new dealer is introduced.	0/1	No
The Dealer was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	2/2	Yes

TABLE GAME DEALER 3

Time:		10:30 PM
Location:		BJ-25
Associate Name:		Linda
Associate is male or female?	0/0	Female
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):		White, grayish hair color
Table Game Dealer 3 Experience:		
<p>The guest approached the Blackjack table on Tuesday, July 8th at 10:30pm and was greeted by Linda to buy into the game. The guest started playing and Linda was engaged with the other guests that were at the table regarding the game. Linda had a nice and friendly demeanor that made playing quickly. The guest was appreciative of how efficient Linda was in taking care of the card playing and engaging with the guest. The Blackjack encounter with Linda was overall a great table game experience.</p>		
Dealer initiated a friendly verbal greeting when guest arrived at the table.	1/1	Yes
Dealer smiles and makes eye contact with the guest.	0/1	No
Dealer asks guest for their players card.	0/1	No
The dealer was energetic, up-beat and positive (enthusiastic tone of voice and body language).	0/1	No
The dealer checks for satisfaction (i.e. Are you have a good time/How are you/Are you enjoying your stay/etc.).	0/1	No
The Dealer thanks the guest for playing and provides a warm parting remark.	1/1	Yes
The Dealer is efficient and knowledgeable regarding the play of the game.	1/1	Yes
During dealer shift changes, the new dealer is introduced.	0/1	No
The Dealer was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	2/2	Yes

TABLE GAME DEALER 4

Time:	11:04 PM
Location:	RO-14
Associate Name:	Edward
Associate is male or female?	0/0 Male
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	Older gentleman, glasses, bald
Table Game Dealer 4 Experience:	

At 11:04pm on Tuesday, July 8th, the guest approached the Roulette Table to play; Edward was the dealer. Edward was interacting with the guest in a professional manner, but did not smile during the encounters. The guest proceeded to step forward to play and inquired about how much he wanted to buy in for, making it transactional. Edward prepared the correct amount of chips. The guest would have wished for Edward to be more engaging, it was obvious that he knew the players that were regulars and engaged more with them.

Dealer initiated a friendly verbal greeting when guest arrived at the table.	0/1	No
Dealer smiles and makes eye contact with the guest.	0/1	No
Dealer asks guest for their players card.	0/1	No
The dealer was energetic, up-beat and positive (enthusiastic tone of voice and body language).	0/1	No
The dealer checks for satisfaction (i.e. Are you have a good time/How are you/Are you enjoying your stay/etc.).	0/1	No
The Dealer thanks the guest for playing and provides a warm parting remark.	0/1	No
The Dealer is efficient and knowledgeable regarding the play of the game.	1/1	Yes
During dealer shift changes, the new dealer is introduced.	0/1	No
The Dealer was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	2/2	Yes

TABLE GAME SUPERVISOR 1

Time:	10:05 AM
Location:	RO-13
Associate Name:	Maria Street
Associate is male or female?	0/0 Female
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	Dark Brown Hair
Table Game Supervisor 1 Experience:	

At 10:05am on Tuesday, July 8th as the guest was finishing up at the Roulette table, he noticed the supervisor Maria present. As he departed he smiled and asked where he could cash in his chips. Maria directed him to the Cashier and wished him a good day. Although the encounter was brief, he appreciated Maria's efforts to give direction, but wish she was more involved while he was playing Roulette.

Did the Supervisor arrive to process the player's card within three (3) minutes.	0/1	No
Supervisor initiated a friendly verbal greeting when guest arrived at the table.	0/1	No
Supervisor smiles and makes eye contact with the guest.	1/1	Yes
The Supervisor is energetic, up-beat and positive (enthusiastic tone of voice and body language).	1/1	Yes
The Supervisor checks for satisfaction (i.e. Are you have a good time/How are you/ Are you enjoying your stay/etc.).	0/1	No
The Supervisor thanks the guest for playing and provides a warm parting remark.	1/1	Yes
The Supervisor contacts a Casino Host when asked.	0/0	N/A

TABLE GAME SUPERVISOR 2

Time:	10:30 PM
Location:	BJ-25
Associate Name:	Andy
Associate is male or female?	0/0 Male
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	White hair
Table Game Supervisor 2 Experience:	

At 10:30pm on Tuesday, July 8th the guest was at the Blackjack table and witnessed that the Supervisor Andy was in the casino pit. As the guest observed Andy, he did not engage with the guest, but just sat at the computer screen monitoring play. Andy would get up to assist dealers with interactions and process Trump One cards, but during those times do not smile or provide a warm sense. Although it appeared Andy was efficient in assisting dealers, the guest would have liked for him to provide a great experience and show appreciative service.

Did the Supervisor arrive to process the player's card within three (3) minutes.	0/1	No
Supervisor initiated a friendly verbal greeting when guest arrived at the table.	0/1	No
Supervisor smiles and makes eye contact with the guest.	0/1	No
The Supervisor is energetic, up-beat and positive (enthusiastic tone of voice and body language).	0/1	No
The Supervisor checks for satisfaction (i.e. Are you have a good time/How are you/ Are you enjoying your stay/etc.).	0/1	No
The Supervisor thanks the guest for playing and provides a warm parting remark.	0/1	No
The Supervisor contacts a Casino Host when asked.	0/1	No

TABLE GAME SUPERVISOR 3

Time:	11:09 PM
Location:	RO-15
Associate Name:	Frank
Associate is male or female?	0/0 Male
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	N/A
Table Game Supervisor 3 Experience:	

At 11:09pm on Tuesday, July 8th the guest was observing the Table Game Supervisor while playing the Roulette wheel. Frank was the supervisor in the area and noticed that he was assisting guests with getting change and well as process Trump One cards. During the interactions, Frank did not acknowledge the guest while sitting at the table nor did he look up when asked a question from the dealer. Several times Frank would return to his computer and monitor action, but never interacted with the guest. The guest was disappointed that Frank did not engage with the guest and provide a more positive experience.

Did the Supervisor arrive to process the player's card within three (3) minutes.	0/1	No
Supervisor initiated a friendly verbal greeting when guest arrived at the table.	0/1	No
Supervisor smiles and makes eye contact with the guest.	0/1	No
The Supervisor is energetic, up-beat and positive (enthusiastic tone of voice and body language).	0/1	No
The Supervisor checks for satisfaction (i.e. Are you have a good time/How are you/ Are you enjoying your stay/etc.).	0/1	No
The Supervisor thanks the guest for playing and provides a warm parting remark.	0/1	No
The Supervisor contacts a Casino Host when asked.	0/1	No

TABLE GAME SUPERVISOR 4

Time:	10:44 PM
Location:	BJ-22
Associate Name:	Betty
Associate is male or female?	0/0 Female
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	Blond Hair
Table Game Supervisor 4 Experience:	

On Tuesday, July 9th at 10:44pm the guest played Blackjack and witnessed that Betty was the Supervisor in the area. While observing, Betty assisted dealers with Trump One card request and was friendly and engaging during those interactions. The guest noticed that Betty had a upbeat demeanor, but would have liked to see her engage and show her positive personality consistently and without being asked when summoned by a dealer.

Did the Supervisor arrive to process the player's card within three (3) minutes.	0/1	No
Supervisor initiated a friendly verbal greeting when guest arrived at the table.	0/1	No
Supervisor smiles and makes eye contact with the guest.	1/1	Yes
The Supervisor is energetic, up-beat and positive (enthusiastic tone of voice and body language).	1/1	Yes
The Supervisor checks for satisfaction (i.e. Are you have a good time/How are you/ Are you enjoying your stay/etc.).	1/1	Yes
The Supervisor thanks the guest for playing and provides a warm parting remark.	1/1	Yes
The Supervisor contacts a Casino Host when asked.	0/0	N/A

CARD ROOM

Time:		12:00 PM
Host Name:		N/A
Host is male or female?	0/0	N/A
Host's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):		N/A
Dealer Name:		N/A
Dealer is male or female?	0/0	N/A
Dealer's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):		N/A
Card Room Experience:		

The Trump Plaza did not have a Card Room at the time of the evaluation.

POKER ROOM HOST

Associate initiated a warm friendly verbal greeting.	0/0	N/A
Host determines the type of game the guest wishes to play. If applicable, host asks questions to assist guests in determining what game(s) would be of interest.	0/0	N/A
If the guest's requested game is currently unavailable, the associate suggests an alternative game.	0/0	N/A
If the guest wishes to wait for a game, the host takes the guest's name and informs them of the waitlist process.	0/0	N/A
The host can describe how to play each game, including rules, method of play, and any penalties.	0/0	N/A
The host explains to the guest any tournaments or special games offered that day.	0/0	N/A
The host hands the guest to the seating escort (if applicable) or directs the guest to the table or cage.	0/0	N/A
If escorted, the guest is walked to the table at a comfortable pace.	0/0	N/A
Checks for satisfaction (i.e. Is there anything else I can assist you with?).	0/0	N/A
Shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.).	0/0	N/A
Smiles and makes eye contact at least two (2) times throughout the interaction. How many times did the associate smile and make eye contact during the interaction?	0/0	N/A
The associate was neatly groomed and wore a uniform that was complete, clean, and in good condition (including nametag).	0/0	N/A

POKER ROOM DEALER

Associate politely greets the guest upon being seated.	0/0	N/A
The Players Club program was acknowledged and/or promoted.	0/0	N/A
During dealer changes, the incoming dealer is introduced.	0/0	N/A
Dealers are fast, efficient, and thoroughly knowledgeable about the play of each type of game.	0/0	N/A
Dealers answer guest questions about a game concisely. If applicable, dealers refer to the rules and procedures outlined in the Professional Poker Dealer's Handbook should questions arise.	0/0	N/A
A member of management was clearly visible in the gaming area.	0/0	N/A
Checks for satisfaction (i.e. Is there anything else I can assist you with?).	0/0	N/A
Shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.).	0/0	N/A
Smiles and makes eye contact at least two (2) times throughout the interaction. How many times did the associate smile and make eye contact during the interaction?	0/0	N/A
The associate was neatly groomed and wore a uniform that was complete, clean, and in good condition (including nametag).	0/0	N/A

BEVERAGE SERVICE- CASINO**86% (32/37)**

Beverage Service- Casino Service Summary

The beverage service experienced at the Casino was the highlight of the casino services that were offered. The associates were friendly, engaging and proactively checked on the guest through every round. There were great moments of service with the associates Mary Jane and Barbara who contained a positive attitude and took time to chat with the guest during downtime. Although beverage service was pleasant, he wished that it was consistent. There were times the guest waited over 20 minutes before a beverage host would approach.

CASINO BEVERAGE SERVICE 1

Time:	10:18 AM
Location:	SP-03
Associate Name:	Barbara
Associate is male or female?	0/0 Female
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	Black Hair

Casino Beverage Service 1 Experience:

During the guest Blackjack experience on Tuesday morning, July 8th, the guest was approached by the beverage server Barbara for a drink. The guest ordered a coffee and Barbara informed the guest she would be back shortly. Barbara returned in a timely manner within six minutes with the order. After receiving his drink, Barbara asked if there was anything else, which he declined and she wished him a pleasant day. The guest was appreciative for the friendly and hospitable service that Barbara provided.

The guest is offered a beverage within twelve (12) minutes of being seated.	1/1	Yes
Server greets guest by initiating a warm friendly verbal greeting.	1/1	Yes
Beverages are delivered within seven (7) minutes of being ordered.	1/1	Yes
Smiles and makes eye contact at least two (2) times throughout the interaction.	2/2	Two (2)
How many times did the associate smile and make eye contact during the interaction?		
The server was enthusiastic, up-beat and positive (using hand gestures, body language, inflection & tone of voice).	1/1	Yes
The server checks back with the guest for further beverage service within fifteen (15) minutes.	0/0	N/A
The server picks up dirty glasses, beer bottles, etc. when making rounds.	1/1	Yes
Checks for satisfaction (i.e. is there anything else I can assist you with).	1/1	Yes
The server shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.)	2/2	Yes
The server was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	2/2	Yes

CASINO BEVERAGE SERVICE 2

Time:	11:10 PM
Location:	G-712
Associate Name:	Mary Jane
Associate is male or female?	0/0 Female
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	Glasses, white hair
Casino Beverage Service 2 Experience:	

On July 8th at 11:10pm the guest was seated at a slot machine for his Casino Beverage Service. The guest waited eight minutes and overheard Mary Jane inquiring if any guest needed a beverage. The guest alerted Mary Jane and she came over and gladly took his order. Mary Jane let the guest know she was in the midst of a round on the casino floor and would be back shortly with his drink. Mary Jane returned in ten minutes with the guest drink and asked if there was anything else he would like, which afterwards she wished him good luck in playing. The guest was pleased with his interaction with Mary Jane and appreciated her efficient and friendly service.

The guest is offered a beverage within twelve (12) minutes of being seated.	1/1	Yes
Server greets guest by initiating a warm friendly verbal greeting.	1/1	Yes
Beverages are delivered within seven (7) minutes of being ordered.	1/1	Yes
Smiles and makes eye contact at least two (2) times throughout the interaction.	2/2	Two (2)
How many times did the associate smile and make eye contact during the interaction?		
The server was enthusiastic, up-beat and positive (using hand gestures, body language, inflection & tone of voice).	1/1	Yes
The server checks back with the guest for further beverage service within fifteen (15) minutes.	0/0	N/A
The server picks up dirty glasses, beer bottles, etc. when making rounds.	1/1	Yes
Checks for satisfaction (i.e. is there anything else I can assist you with).	1/1	Yes
The server shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.)	2/2	Yes
The server was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	2/2	Yes

CASINO BEVERAGE SERVICE 3

Time:	10:35 PM
Location:	BJ-25
Associate Name:	Sammi
Associate is male or female?	0/0 Female
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	Blonde Hair
Casino Beverage Service 3 Experience:	

During the guest table game experience on Tuesday, July 8th at 10:35pm, the beverage server Sammi was walking through and offered beverages to the table. The guest requested a coffee and Sammi said she would be right back. Sammi returned back to the table at 10:53 with the guest drink order and was very friendly and cordial. The guest was content with the service that Sammi offered, but wished she was more friendly during the interaction.

The guest is offered a beverage within twelve (12) minutes of being seated.	1/1	Yes
Server greets guest by initiating a warm friendly verbal greeting.	1/1	Yes
Beverages are delivered within seven (7) minutes of being ordered.	0/1	No
Smiles and makes eye contact at least two (2) times throughout the interaction.	2/2	Two (2)
How many times did the associate smile and make eye contact during the interaction?		
The server was enthusiastic, up-beat and positive (using hand gestures, body language, inflection & tone of voice).	1/1	Yes
The server checks back with the guest for further beverage service within fifteen (15) minutes.	0/1	No
The server picks up dirty glasses, beer bottles, etc. when making rounds.	0/0	N/A
Checks for satisfaction (i.e. is there anything else I can assist you with).	1/1	Yes
The server shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.)	0/2	No
The server was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	2/2	Yes

CASINO BEVERAGE SERVICE 4

Time:	1:00 AM
Location:	Casino Floor
Associate Name:	N/A
Associate is male or female?	0/0 N/A
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	N/A
Casino Beverage Service 4 Experience:	

On Tuesday, July 8th, the guest waited at a slot machine at 11:30pm for a beverage experience. The guest waited on the casino floor at the slot machine for a total of 20 minutes without a response from a Casino Beverage Host before leaving the floor. The guest was disheartened by the lack of attention given to the guest on the casino floor during his time. He would have liked more attention to detail as well to the service that was needed.

The guest is offered a beverage within twelve (12) minutes of being seated.	0/1	No
Server greets guest by initiating a warm friendly verbal greeting.	0/0	N/A
Beverages are delivered within seven (7) minutes of being ordered.	0/0	N/A
Smiles and makes eye contact at least two (2) times throughout the interaction.	0/0	N/A
How many times did the associate smile and make eye contact during the interaction?		
The server was enthusiastic, up-beat and positive (using hand gestures, body language, inflection & tone of voice).	0/0	N/A
The server checks back with the guest for further beverage service within fifteen (15) minutes.	0/0	N/A
The server picks up dirty glasses, beer bottles, etc. when making rounds.	0/0	N/A
Checks for satisfaction (i.e. is there anything else I can assist you with).	0/0	N/A
The server shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.)	0/0	N/A
The server was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	0/0	N/A

CASHIER SERVICES 1

Time:	10:13 AM
Location:	Cashier Main Cage
Associate Name:	Cynthia
Associate is male or female?	0/0 Female
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	African American
Cashier Services 1 Experience:	

On July 8th at 10:13 am the guest approached the Cashier to process payment. The associate, Cynthia, assisted the guest with the cash order, but did not engage the guest in conversation or about his stay at the hotel. After getting the appropriate bills together, the guest counted the money on the counter silently then slid it under the glass to the guest without any sound. The guest wished that Cynthia was more approachable and friendly during the interaction.

Employee greets guest by initiating a warm friendly verbal greeting.	0/1	No
The employee was enthusiastic, up-beat and positive (using hand gestures, body language, inflection & tone of voice).	0/1	No
Smiles and makes eye contact at least two (2) times throughout the interaction.	0/2	None
How many times did the associate smile and make eye contact during the interaction?		
The amount of cash is clearly verbalized to the guest, and the ticket is place up for the guest to view.	0/1	No
The cash is fanned out on the counter and counted to the guest, starting with the largest denomination.	1/1	Yes
Checks for satisfaction (i.e. is there anything else I can assist you with).	0/1	No
The employee shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.)	0/2	No
The employee was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	2/2	Yes

CASHIER SERVICES 2

Time:	10:35 AM
Location:	Cashier
Associate Name:	Helene
Associate is male or female?	0/0 Female
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	Older with Glasses
Cashier Services 2 Experience:	

At 10:33am on Tuesday, July 8th the guest approached the Cashier and was greeted by the associate Helene. Helene was nice and pleasant in conversation while sorting the guest vouchers. Helene confirmed the amount that was on the guest vouchers prior to counting the money. During the transaction she verbalized the amount then wished the guest a great day. The guest was content with his interaction and with Helene and her amicable service.

Employee greets guest by initiating a warm friendly verbal greeting.	1/1	Yes
The employee was enthusiastic, up-beat and positive (using hand gestures, body language, inflection & tone of voice).	1/1	Yes
Smiles and makes eye contact at least two (2) times throughout the interaction.	2/2	Two (2)
How many times did the associate smile and make eye contact during the interaction?		
The amount of cash is clearly verbalized to the guest, and the ticket is place up for the guest to view.	1/1	Yes
The cash is fanned out on the counter and counted to the guest, starting with the largest denomination.	1/1	Yes
Checks for satisfaction (i.e. is there anything else I can assist you with).	0/1	No
The employee shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.)	2/2	Yes
The employee was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	2/2	Yes

CASHIER SERVICES 3

Time:	11:20 PM
Location:	Cashier
Associate Name:	Josie
Associate is male or female?	0/0 Female
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	Black Hair
Cashier Services 3 Experience:	

At 11:20pm on Tuesday, July 8th the guest approached the Cashier to process his casino chips. He was assisted by the associate, Josie with the order. Josie inquired how the guest's night was going and confirmed the number of casino chips that he had. During the transaction Josie counted the cash out and verbalized the amount for him to see. The guest was content with Josie processing the transaction in an efficient manner.

Employee greets guest by initiating a warm friendly verbal greeting.	0/1	No
The employee was enthusiastic, up-beat and positive (using hand gestures, body language, inflection & tone of voice).	0/0	N/A
Smiles and makes eye contact at least two (2) times throughout the interaction.	1/2	One (1)
How many times did the associate smile and make eye contact during the interaction?		
The amount of cash is clearly verbalized to the guest, and the ticket is place up for the guest to view.	0/1	No
The cash is fanned out on the counter and counted to the guest, starting with the largest denomination.	1/1	Yes
Checks for satisfaction (i.e. is there anything else I can assist you with).	0/1	No
The employee shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.)	0/2	No
The employee was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	2/2	Yes

Gaming Area: There was not an excessive amount of "Out of Order" machines.	0/1	No
Gaming Area: Floor is free of debris.	0/1	No
Gaming Area: An excessive amount of empty cups/bottles are not seen in the area.	0/1	No
Gaming Area: Table games/chairs are well-maintained and clean.	1/1	Yes

PROPERTY CLEANLINESS & CONDITIONS

Guestroom Cleanliness & Condition Summary

Guestroom Cleanliness

- An accumulation of dust was present on the desk chair in 1623, 1724, 1571, 3126
- An accumulation of dust was present on the picture frames and mirrors in 1623, 1724, 2122, 2920, 1875
- An accumulation of dust was present on the wall behind the armoire in 1623, 1724, 2719
- Moisture was present on the guestroom ceiling in 1623
- An accumulation of dust was present on the nightstand bottom shelf in 1623, 1724, 2224, 2920
- There was dust and debris present on the edge of the armoire in 1724, 2719
- There was an accumulation of dust present on the legs of the side table chairs in 1724
- An accumulation of dust was present on top of the armoire in 3126, 1875
- An accumulation of dust was present on the headboard in 2122, 1875
- There was a sticky adhesive present on the window sill in 2920
- An accumulation of dust was present on the HVAC in 2224, 3126
- Smoking odor was present in non-smoking rooms in 2122
- An accumulation of dust was present on the guestroom carpet in 2122, 2719
- Handprint residue present on interior of windows in 2122
- An accumulation of dust was present on the window valences in 2122, 579, 3126
- Ad accumulation of dust on in-room safe in 2224
- The closet track had large amounts of debris in 2224
- An accumulation of dust was present on the nightstand in 2122, 579, 3126
- There was hair present on a sheet in 1571, 3126
- There was residue present on the armoires in 2920
- An accumulation of dust was present on the base of the side tables in 2920
- Water was found in an iron in 1875
- An accumulation of dust on the top of the closet shelf's
- An accumulation of dust was present on the fire alarm in 1571

Guest Bathroom Cleanliness

- There was water present on the vanity in 1724
- There was debris present in the bathtub in 579
- Hair was present in bathtub in 1875
- Paper debris was present on toilet in 1623
- There was debris found in the lighting fixture in 2719
- Hair was present on ceiling in 2122
- An accumulation of dust was present on top of the bathroom telephone in 2224, 2719
- An accumulation of dust was present on top of the toilet in 2920 and 579
- There was residue present on the bathroom tile floor in 2920
- There was residue present on top of the bathroom tissue box in 1571
- There was an accumulation of dust present on the HVAC in 3126

Guestroom Conditions

- Carpet was worn and faded in 1623, 1724, 2122, 2224, 2920, 1571, 579, 3126, 1875 and 2719
- Black Scuff marks on the wall beside the side table in 1623
- Scratches were present on the connecting door in 1623, 3126
- Scratches were present on the desk chair and it was chipped in 1623, 2122, 2224, 2920, 1571, 3126, 2719
- There were stains and scratches present on the wallcoverings in 2122, 2920, 3126, 2719
- The side chair fabric was worn in 2122, 2224, 2920, 1571, 3126
- Cracks were present in the floor lampshade in 1623, 2122, 2224, 2920
- The fabric on the luggage bench was worn in 1623, 1724, 2122, 2224, 2920, 1571, 579, 3126, 1875 and 2719
- The armoire wood was warped at the bottom by the fridge in 1623, 1724, 2122, 579
- The armoire wood was cracked at the corner in 2224, 1571
- There were stains present on pillowcases in 1623
- The Nightstand lampshade had cracks in 1623, 2122, 2224
- The television swivel had chips and cracks and was not set evenly in the dresser in 1724, 2224, 579, 3126
- The desk chair upholstery was faded and worn in 1724, 2224, 3126
- Stains were present on mattresses in 1724, 2224, 2920, 1571, 579
- The mattress was worn in 2122
- There were stains on the mattress pad in 2224
- The ironing board cover was stained in 2719
- The mattress pad was worn in 2224
- There were rips and holes a sheet in 2122
- There was a stain present on a sheet in 1571
- The closet bar was tarnished upon evaluation in 1571, 579, 3126

- There were scuff marks present on the guestroom wastecan in 2122, 1571, 579
- Stains were present on the drapes and sheers in 1724, 2224, 579
- Black scuff marks were present on the guestroom walls in 1724, 1875
- HVAC vents were dented and oxidized in 2122
- Lampshades were loose and not securely fastened to lamps in 2920, 579
- The window ledges had stains present in 2920
- Bedspreads were wrinkled in 1571
- The carpet was separating from the wall in 1571, 579
- There was a stain present on the blanket in 3126
- Beds were missing bed skirts as well as comforters

Guest Bathroom Conditions

- The bathroom door hinges were oxidized in 1871
- Black scuff marks and chipping of wood was present on bathroom door in 1875, 3126
- Grout discoloration was present on the bathroom floor as well as bathtub walls in 1875, 1623, 1724, 2122, 2224, 2920, 1571, 2719
- The bathroom light grid above vanity had oxidation of the golden frame in 1623, 2122, 2719
- The grout of the bathroom floor was chipped in 1875, 2122, 2224, 2920, 3126 and 1571
- The metal soap dish was pitted in 1724, 2224, 3126
- There were chips present on the vanity countertop in 1724, 3126
- Scuff marks were present on the bathroom wastecan in 1623, 1724, 579
- The bathtub was chipped and minimal caulking in 1623, 17124, 2920, 3126
- The overhead light was not functioning in 579
- There were stained and mismatched tiles in 2719
- Drain stopper not functioning properly in 1623, 3126
- There were scratches and stains present on the bathroom walls in 2224, 3126
- The towel bar was loose and not securely fasten to the wall in 1724, 2224, 3126
- The ceiling had visible stains in 2122, 3126
- The bathtub slip resistant surface was discolored 1571, 2719
- The hairdryer was discolored upon evaluation in 3126
- The bathtub fixtures were tarnished in 3126 and 1571
- The access panel next to the toilet was oxidized in 1571

GUEST ROOM CLEANLINESS

70% (29.5/42)

List Room Numbers Evaluated:		1875, 1623, 1724, 2122, 2224, 2920, 3126, 579, 1571, 2719
Entry door was clean.	0.5/1	Minor Issue
Room numbers are clean.	1/1	No Issue Observed
Security plaque was clean.	1/1	No Issue Observed
Closet doors were clean.	0.5/1	Minor Issue
Luggage rack or bench was present and clean.	0.5/1	Minor Issue
Hangers were in clean.	1/1	No Issue Observed
Walls were clean.	0.5/1	Minor Issue
Ceiling were clean	0.5/1	Minor Issue
Carpeted floors were clean.	0.5/1	Minor Issue
Window interior was clean.	0.5/1	Minor Issue
Window treatments were clean.	0.5/1	Minor Issue
Air vents and duct work were clean.	0/1	Major Issue
Light fixtures, bulbs, shades, and covers were clean.	1/1	No Issue Observed
Upholstered furniture was clean.	1/1	No Issue Observed
Case goods were clean.	0.5/1	Minor Issue
Headboard and frame were clean.	1/1	No Issue Observed
Mattress was clean.	1/1	No Issue Observed
Pillows were clean.	1/1	No Issue Observed
Sheets were clean.	0.5/1	Minor Issue
Blankets were clean.	0.5/1	Minor Issue
Bed cover was clean.	0.5/1	Minor Issue
Mirrors and artwork were clean.	0.5/1	Minor Issue
Telephone(s) were clean.	1/1	No Issue Observed
Television was clean.	1/1	No Issue Observed
Wastebasket was clean.	1/1	No Issue Observed
Ice bucket, Glassware, Coffee Maker, Misc. Supplies was clean.	1/1	No Issue Observed
Ashtrays were present.	1/1	No Issue Observed

GUEST BATHROOM CLEANLINESS

Bathroom door were clean.	0.5/1	Minor Issue
Walls were clean.	0.5/1	Minor Issue
Ceilings were clean.	0.5/1	Minor Issue
Floors were clean.	0.5/1	Minor Issue
Air vents and duct work were clean.	0.5/1	Minor Issue
Light fixtures, bulbs, shade, covers, and bases were clean.	0.5/1	Minor Issue
Toilets were clean.	0.5/1	Minor Issue
Counters and cabinets were clean and dry.	0.5/1	Minor Issue
Mirrors were clean.	1/1	No Issue Observed
Sinks were clean.	0.5/1	Minor Issue
Tub/Shower area was clean.	0.5/1	Minor Issue
Drains were clean.	1/1	No Issue Observed
Wastebaskets were clean.	1/1	No Issue Observed
Strong odors were not present.	1/1	No Issue Observed
Room is well-insulated from outside noise.	1/1	No Issue Observed

GUEST ROOM CONDITIONS**62% (32/52)**

Entry door was in good condition.	0.5/1	Minor Issue
Self-closing door mechanism present and properly functioning.	1/1	No Issue Observed
Deadbolt and secondary locking device were present and properly functioning.	1/1	No Issue Observed
Door view was present and unobstructed.	1/1	No Issue Observed
Room numbers are firmly attached.	1/1	No Issue Observed
Room location and emergency exits were clearly identified on plaque.	1/1	No Issue Observed
DO NOT DISTURB card is present and in good condition.	1/1	No Issue Observed
Closet doors were in good condition.	0.5/1	Minor Issue
Luggage Bench was in good condition.	0/1	Major Issue
Hangers were in good condition.	1/1	No Issue Observed
Walls were free of damage and wear.	0/1	Major Issue
Ceilings were free of damage and wear.	0.5/1	Minor Issue
Carpeted floors were free of damage and wear.	0/1	Major Issue
Windows were properly sealed and free of damage, cracks, and discoloration.	0.5/1	Minor Issue
Window treatments were in good condition.	0.5/1	Minor Issue
Air vents and duct work were in good condition.	0.5/1	Minor Issue
HVAC was in good condition and functioned properly.	0.5/1	Minor Issue
Light fixtures were free of damage and wear.	0.5/1	Minor Issue
Light bulbs were not burned out.	0.5/1	Minor Issue
Upholstered furniture was in good condition.	0/1	Major Issue
Case goods were in good condition.	0/1	Major Issue
Headboard and frame were in good condition.	0.5/1	Minor Issue
Mattress was in good condition.	0.5/1	Minor Issue
Pillows were in good condition.	0.5/1	Minor Issue
Sheets were in good condition.	0.5/1	Minor Issue
Blankets were in good condition.	0.5/1	Minor Issue
Bed cover was in good condition.	0.5/1	Minor Issue
Telephone(s) were in good condition.	1/1	No Issue Observed
Television was in good condition and functioning properly.	1/1	No Issue Observed
Television remote control was present and functioning properly.	1/1	No Issue Observed
Alarm clock was clean and set to right time.	1/1	No Issue Observed
Alarm clock was in good condition.	1/1	No Issue Observed
Wastebasket was in good condition.	0.5/1	Minor Issue
Ice bucket, Glassware, Coffee Maker, Misc. Supplies was in good condition.	1/1	No Issue Observed
Ashtrays were in good condition.	1/1	No Issue Observed

GUEST BATHROOM CONDITIONS

Bathroom door free of damage and wear.	0.5/1	Minor Issue
Walls were free of damage and wear.	0/1	Major Issue
Ceilings were free of damage and wear.	0.5/1	Minor Issue
Floors were free of damage and wear.	0/1	Major Issue
Air vents and duct work were free of damage.	1/1	No Issue Observed
Light fixtures were free of damage and wear.	0.5/1	Minor Issue
Light bulbs were not burned out.	1/1	No Issue Observed
Ash urns and ashtrays were free of damage and wear.	1/1	No Issue Observed
Toilets flushed properly.	1/1	No Issue Observed
Toilets were free of damage and the seats were firmly attached.	0.5/1	Minor Issue
Counters and cabinets were free of damage and wear.	0.5/1	Minor Issue
Mirrors were free of damage and wear.	1/1	No Issue Observed
Sinks were free of cracks, damage, and wear.	1/1	No Issue Observed
Tub/Shower Area was free of damage and wear.	0/1	Major Issue
Drains were free of blockage and emptied easily.	0.5/1	Minor Issue
Drain stoppers were working properly.	0.5/1	Minor Issue
Wastebaskets were in good condition.	0.5/1	Minor Issue

PUBLIC AREAS CLEANLINESS & CONDITIONS

Public Areas Cleanliness & Condition Summary

- Men's Spa
 - o Ceiling tile stains were present
 - o Scratches and stains were present on the wall
 - o The gold areas in corridors were oxidized
- Guestroom Corridors
 - o Light fixtures were missing on the 16th floor
 - o An accumulation of dust on HVAC vents
 - o Black stains were present on the ceiling
 - o Carpet was worn and stained
- Meeting Rooms
 - o Imperial Ballroom
 - o Scratches and stains were present on the airwalls
 - o Doors were scratched
 - o There were rips in the upholstery and wall covers
 - o Leftover items were present from previous group
 - o There were rips in chair cushions as well as worn
 - o The gold frames on chairs were oxidized
 - o There were visible scuff marks on the baseboards
 - o Black duct tape was present on the carpet holding the carpet together
 - o Stains were present on the walls in front of the lights
 - o Bannister wood was scratched
 - o Chelsea C Meeting Room
 - o Stains were present on the carpet
 - o Dust was present on the HVAC
 - o There were stains and scratches on the ceiling tile
 - o Door scratches present were present
 - o The door fixtures were oxidized
 - o Westminster C Meeting Room
 - o Statches were present on the door
 - o Gold handle bars were oxidized
 - o There were stains on the ceiling tiles
 - o The carpet was worn with stains present
 - o The electric outlets were exposed upon evaluation
 - o An accumulation of dust was present on the HVAC
 - o Airwalls had scratches present
 - o Dust and debris was present in the light fixtures
 - o There were stains on the baseboard
 - o Pre-function Meeting Space
 - o The columns and corridors had gold oxidization present
 - o Reader boards were not functioning upon evaluation
 - o The reader boards were oxidized around the perimeter
 - o Ceiling tiles were stained in
 - o Meeting Room Bathrooms
 - o The vanity counters were chipped and cracked
 - o Stains were present on the ceiling
 - o There was oxidation on the bathroom fixtures
 - o There were scratches present on the exterior and interior of doors
 - o There were lights not functioning upon evaluation

PUBLIC AREAS CLEANLINESS 90% (146.5/163)**BUILDING EXTERIOR CLEANLINESS**

Driveway was clean.	1/1	No Issue Observed
Entrances were clean.	1/1	No Issue Observed
Sidewalks were clean.	1/1	No Issue Observed
Walls were clean.	1/1	No Issue Observed
Windows were clean.	1/1	No Issue Observed
Entry doors were clean.	1/1	No Issue Observed
Wastebaskets and ash urns were present and clean.	1/1	No Issue Observed

Signage was clean.	1/1	No Issue Observed
Flags were clean.	1/1	No Issue Observed
Landscaping was clean.	1/1	No Issue Observed

LOBBY AREA CLEANLINESS

Windows were clean and smudge-free.	1/1	No Issue Observed
Window treatments were clean.	1/1	No Issue Observed
Windowsills and frames were clean.	1/1	No Issue Observed
Walls were clean.	1/1	No Issue Observed
Counters (front desk, bell stand, etc.) were clean.	1/1	No Issue Observed
Carpets were clean.	0/1	Major Issue
Non-carpeted floors were clean.	0/1	Major Issue
Ceilings were clean.	1/1	No Issue Observed
Air vent and duct work were clean.	0/1	Major Issue
light fixtures, bulbs, shades, covers, and bases were clean.	1/1	No Issue Observed
Ash urns and ashtrays were clean.	0/1	Major Issue
Wastebaskets were clean.	1/1	No Issue Observed
Wastebaskets were not overflowing.	1/1	No Issue Observed
Upholstered furniture was clean.	1/1	No Issue Observed
Entry doors were clean.	1/1	No Issue Observed

ELEVATOR(S) CLEANLINESS

Elevator buttons and panel were clean.	1/1	No Issue Observed
Elevator telephone was clean.	1/1	No Issue Observed
Entry and service doors were clean.	1/1	No Issue Observed
Walls and partitions were clean.	1/1	No Issue Observed
Ceilings were clean.	1/1	No Issue Observed
Floors were clean.	0/1	Major Issue
Air vents and duct work were clean.	0/1	Major Issue
Light fixtures, bulbs, shade, covers, and bases were clean.	1/1	No Issue Observed

PUBLIC RESTROOM CLEANLINESS

State Location(s):		Meeting Rooms, Lobby Level
Toilets were clean.	1/1	No Issue Observed
Counters and cabinets were clean and dry.	1/1	No Issue Observed
Mirrors were clean.	1/1	No Issue Observed
Sinks were clean.	1/1	No Issue Observed
Drains were clean.	1/1	No Issue Observed
Drain stoppers were working properly.	1/1	No Issue Observed
Faucets and plumbing were clean.	1/1	No Issue Observed
Soap dispensers were stocked and clean.	1/1	No Issue Observed
Tissue and towel dispensers were stocked and clean.	1/1	No Issue Observed
Wastebaskets were clean.	1/1	No Issue Observed
Wastebaskets were in good condition.	1/1	No Issue Observed
Strong odors were not present.	1/1	No Issue Observed

GUEST CORRIDORS CLEANLINESS

Emergency exits were clean.	1/1	No Issue Observed
Service doors were clean.	1/1	No Issue Observed
Windows were clean and smudge-free.	1/1	No Issue Observed
Window treatments were clean.	1/1	No Issue Observed
Windowsills and frames were clean.	1/1	No Issue Observed
Walls were clean.	1/1	No Issue Observed
Carpets were clean.	1/1	No Issue Observed
Ceilings were clean.	1/1	No Issue Observed
Air vent and duct work were clean.	0/1	Major Issue
Light fixtures, bulbs, shades, covers, and bases were clean.	1/1	No Issue Observed
Ash urns and ashtrays were clean.	0.5/1	Minor Issue
Wastebaskets were clean.	1/1	No Issue Observed
Upholstered furniture was clean.	1/1	No Issue Observed
Un-upholstered furniture was clean.	0.5/1	Minor Issue
Vending areas were clean.	1/1	No Issue Observed
Vending machines were clean.	1/1	No Issue Observed

LOUNGE/BAR CLEANLINESS

Windows were clean and smudge-free.	1/1	No Issue Observed
Window treatments were clean.	1/1	No Issue Observed
Windowsills and frames were clean.	1/1	No Issue Observed
Walls were clean.	1/1	No Issue Observed
Counters were clean.	1/1	No Issue Observed
Carpets were clean.	1/1	No Issue Observed
Non-carpeted floors were clean.	1/1	No Issue Observed
Ceilings were clean.	1/1	No Issue Observed
Air vent and duct work were clean.	0/1	Major Issue
Light fixtures, bulbs, shades, covers, and bases were clean.	1/1	No Issue Observed
Ash urns and ashtrays were clean.	1/1	No Issue Observed
Wastebaskets were clean.	1/1	No Issue Observed
Wastebaskets were not overflowing.	1/1	No Issue Observed
Upholstered furniture was clean.	1/1	No Issue Observed

RESTAURANT CLEANLINESS

Window treatments were clean.	1/1	No Issue Observed
Windowsills and frames were clean.	1/1	No Issue Observed
Walls were clean.	1/1	No Issue Observed
Counters were clean.	1/1	No Issue Observed
Carpets were clean.	0.5/1	Minor Issue
Non-carpeted floors were clean.	1/1	No Issue Observed
Ceilings were clean.	1/1	No Issue Observed
Air vent and duct work were clean.	0/1	Major Issue
Light fixtures, bulbs, shades, covers, and bases were clean.	1/1	No Issue Observed
Ash urns and ashtrays were clean.	1/1	No Issue Observed
Wastebaskets were clean.	1/1	No Issue Observed
Wastebaskets were not overflowing.	1/1	No Issue Observed
Upholstered furniture was clean.	1/1	No Issue Observed

SPA/HEALTHCLUB/POOL CLEANLINESS**LOCKER FACILITIES/RESTROOMS**

Entry and service doors were clean.	1/1	No Issue Observed
Walls and partitions were clean.	1/1	No Issue Observed
Ceilings were clean.	1/1	No Issue Observed
Floors were clean.	1/1	No Issue Observed
Air vents and duct work were clean.	1/1	No Issue Observed
Light fixtures, bulbs, shade, covers, and bases were clean.	1/1	No Issue Observed
Toilets were clean.	1/1	No Issue Observed
Counters and cabinets were clean and dry.	1/1	No Issue Observed
Mirrors were clean.	1/1	No Issue Observed
Sinks were clean.	1/1	No Issue Observed
Drains were clean.	1/1	No Issue Observed
Faucets and plumbing were clean.	1/1	No Issue Observed
Soap dispensers were stocked and clean.	1/1	No Issue Observed
Tissue and towel dispensers were stocked and clean.	1/1	No Issue Observed
Wastebaskets were clean.	1/1	No Issue Observed
Strong odors were not present.	1/1	No Issue Observed

SPA CLEANLINESS

Windows were clean and smudge-free.	1/1	No Issue Observed
Window treatments were clean.	1/1	No Issue Observed
Windowsills and frames were clean.	1/1	No Issue Observed
Walls were clean.	1/1	No Issue Observed
Floors were clean.	1/1	No Issue Observed
Ceilings were clean.	1/1	No Issue Observed
Air vent and duct work were clean.	1/1	No Issue Observed
Light fixtures, bulbs, shades, covers, and bases were clean.	1/1	No Issue Observed
Wastebaskets were clean.	1/1	No Issue Observed
Wastebaskets were not overflowing.	1/1	No Issue Observed
Entry doors were clean.	1/1	No Issue Observed
Equipment was clean.	1/1	No Issue Observed
Towels were clean.	1/1	No Issue Observed
Soiled towel bin was present and neat.	1/1	No Issue Observed
No unattended soiled towels were present.	1/1	No Issue Observed
Drinking water (fountain/cooler/bottle) was present and clean	1/1	No Issue Observed

HEALTH CLUB CLEANLINESS

Windows were clean and smudge-free.	1/1	No Issue Observed
Window treatments were clean.	1/1	No Issue Observed
Windowsills and frames were clean.	1/1	No Issue Observed
Walls were clean.	1/1	No Issue Observed
Floors were clean.	1/1	No Issue Observed
Ceilings were clean.	1/1	No Issue Observed
Air vent and duct work were clean.	0.5/1	Minor Issue
Light fixtures, bulbs, shades, covers, and bases were clean.	1/1	No Issue Observed
Wastebaskets were clean.	1/1	No Issue Observed
Wastebaskets were not overflowing.	1/1	No Issue Observed
Entry doors were clean.	1/1	No Issue Observed
Equipment was clean.	1/1	No Issue Observed
Towels were clean.	1/1	No Issue Observed
Soiled towel bin was present and neat.	1/1	No Issue Observed
No unattended soiled towels were present.	1/1	No Issue Observed
Drinking water (fountain/cooler/bottle) was present and clean	1/1	No Issue Observed

POOL AREA CLEANLINESS

Windows were clean and smudge-free.	1/1	No Issue Observed
Window treatments were clean.	1/1	No Issue Observed
Windowsills and frames were clean.	1/1	No Issue Observed
Walls were clean.	1/1	No Issue Observed
Floors were clean.	1/1	No Issue Observed
Ceilings were clean.	1/1	No Issue Observed
Air vent and duct work were clean.	1/1	No Issue Observed
Light fixtures, bulbs, shades, covers, and bases were clean.	1/1	No Issue Observed
Wastebaskets were clean.	1/1	No Issue Observed
Wastebaskets were not overflowing.	1/1	No Issue Observed
Pool furniture was clean.	1/1	No Issue Observed
Towels were clean.	0/1	
Soiled towel bin was present and neat.	1/1	No Issue Observed
No unattended soiled towels were present.	1/1	No Issue Observed
Pool water was not cloudy, with clear visibility to the bottom.	1/1	No Issue Observed

MEETING ROOM CLEANLINESS

Windows were clean and smudge-free.	1/1	No Issue Observed
Window treatments were clean.	1/1	No Issue Observed
Windowsills and frames were clean.	0.5/1	Minor Issue
Walls were clean.	1/1	No Issue Observed
Carpets were clean.	0/1	Major Issue
Non-carpeted floors were clean.	1/1	No Issue Observed
Ceilings were clean.	0/1	Major Issue
Air vent and duct work were clean.	0/1	Major Issue
Light fixtures, bulbs, shades, covers, and bases were clean.	1/1	No Issue Observed
Ash urns and ashtrays were clean.	0/1	Major Issue
Wastebaskets were clean.	1/1	No Issue Observed
Wastebaskets were not overflowing.	1/1	No Issue Observed
Upholstered furniture was clean.	1/1	No Issue Observed

PUBLIC AREA CONDITIONS**60% (95/158)****BUILDING EXTERIOR CONDITIONS**

Driveway was in good condition.	0.5/1	Minor Issue
Entrances were in good condition.	0.5/1	Minor Issue
Sidewalks in good condition.	1/1	No Issue Observed
Walls were in good condition.	0/1	Major Issue
Windows were in good condition.	0/1	Major Issue
Entry doors were in good condition.	0.5/1	Minor Issue
Wastebaskets and ash urns were in good condition.	0/1	Major Issue
Signage was in good condition.	0/1	Major Issue
Flags were in good condition.	0/1	Major Issue
Landscaping was in good condition.	1/1	No Issue Observed
Windows were properly sealed and free of damage, cracks, and discoloration.	0.5/1	Minor Issue

LOBBY AREA CONDITIONS

Window treatments were free of damage and wear.	0/1	Major Issue
Windowsills and frames were in good condition.	0.5/1	Minor Issue
Walls were free of damage and wear.	0.5/1	Minor Issue
Counters were free of damage and wear.	0.5/1	Minor Issue
Carpets were free of damage and wear.	0/1	Major Issue
Non-carpeted floors were free of damage and wear.	0/1	Major Issue
Ceilings were free of damage and wear.	0/1	Major Issue
Air vent and duct work were free of damage and wear.	0/1	Major Issue
Light fixtures were free of damage and wear.	0.5/1	Minor Issue
Light bulbs were not burned out.	0.5/1	Minor Issue
Ash urns and ashtrays were in good condition.	0/1	Major Issue
Wastebaskets were in good condition.	0/1	Major Issue
Upholstered furniture was in good condition.	0/1	Major Issue
Entry doors were in good condition.	0/1	Major Issue

ELEVATOR(S) CONDITIONS

Elevator buttons and panel were in good condition.	0/1	Major Issue
Elevator floors, walls, ceiling, and light fixtures were in good condition.	0/1	Major Issue
Elevator telephone was working and in good condition.	1/1	No Issue Observed
Elevator functioned properly (smooth operation and floor alignment)?	1/1	No Issue Observed

PUBLIC RESTROOMS CONDITIONS

Entry and service doors free of damage and wear.	0.5/1	Minor Issue
Walls and partitions were firmly attached and free of damage and wear.	0.5/1	Minor Issue
Ceilings were free of damage and wear.	1/1	No Issue Observed
Floors were free of damage and wear.	1/1	No Issue Observed
Air vents and duct work were free of damage.	0.5/1	Minor Issue
Light fixtures were free of damage and wear.	1/1	No Issue Observed
Light bulbs were not burned out.	1/1	No Issue Observed
Toilets flushed properly.	1/1	No Issue Observed
Toilets were free of damage and the seats were firmly attached.	1/1	No Issue Observed
Counters and cabinets were free of damage and wear.	0/1	Major Issue
Mirrors were free of damage and wear.	0.5/1	Minor Issue
Sinks were free of cracks, damage, and wear.	0.5/1	Minor Issue
Drains were free of blockage and emptied easily.	1/1	No Issue Observed
Faucets were working properly and free of damage and wear.	1/1	No Issue Observed
Soap dispensers were in good condition.	1/1	No Issue Observed
Tissue and towel dispensers were in good condition.	1/1	No Issue Observed

GUEST CORRIDORS CONDITIONS

Emergency exits were unobstructed.	1/1	No Issue Observed
Windows were properly sealed and free of damage, cracks, and discoloration.	1/1	No Issue Observed
Window treatments were free of damage and wear.	0.5/1	Minor Issue
Windowsills and frames were in good condition.	1/1	No Issue Observed
Walls were free of damage and wear.	0/1	Major Issue
Carpets were free of damage and wear.	0/1	Major Issue
Ceilings were free of damage and wear.	0.5/1	Minor Issue
Air vent and duct work were free of damage and wear.	1/1	No Issue Observed
Light fixtures were free of damage and wear.	0.5/1	Minor Issue
Light bulbs were not burned out.	1/1	No Issue Observed
Ash urns and ashtrays were in good condition.	0/1	Major Issue
Wastebaskets were in good condition.	0/1	Major Issue
Upholstered furniture was in good condition.	0/1	Major Issue
Un-upholstered furniture was free of burns, scratches, wear and damage?	0/1	Major Issue
Vending areas were in good condition.	1/1	No Issue Observed
Vending machines were in good condition.	1/1	No Issue Observed

LOUNGE/BAR CONDITIONS

Windows were properly sealed and free of damage, cracks, and discoloration.	1/1	No Issue Observed
Window treatments were free of damage and wear.	1/1	No Issue Observed
Windowsills and frames were in good condition.	1/1	No Issue Observed
Walls were free of damage and wear.	1/1	No Issue Observed
Counters were free of damage and wear.	0.5/1	Minor Issue
Carpets were free of damage and wear.	0/1	Major Issue
Non-carpeted floors were free of damage and wear.	1/1	No Issue Observed
Ceilings were free of damage and wear.	0/1	Major Issue
Air vent and duct work were free of damage and wear.	0/1	Major Issue
Light fixtures were free of damage and wear.	1/1	No Issue Observed
Light bulbs were not burned out.	1/1	No Issue Observed
Ash urns and ashtrays were in good condition.	1/1	No Issue Observed
Wastebaskets were in good condition.	1/1	No Issue Observed
Upholstered furniture was in good condition.	0/1	Major Issue

RESTAURANT CONDITIONS

Windows were properly sealed and free of damage, cracks, and discoloration.	1/1	No Issue Observed
Window treatments were free of damage and wear.	0.5/1	Minor Issue
Windowsills and frames were in good condition.	0.5/1	Minor Issue
Walls were free of damage and wear.	0/1	Major Issue
Counters were free of damage and wear.	1/1	No Issue Observed
Carpets were free of damage and wear.	0/1	Major Issue
Non-carpeted floors were free of damage and wear.	0.5/1	Minor Issue
Ceilings were free of damage and wear.	0.5/1	Minor Issue
Air vent and duct work were free of damage and wear.	0.5/1	Minor Issue
Light fixtures were free of damage and wear.	1/1	No Issue Observed
Light bulbs were not burned out.	1/1	No Issue Observed
Ash urns and ashtrays were in good condition.	1/1	No Issue Observed
Wastebaskets were in good condition.	1/1	No Issue Observed
Upholstered furniture was in good condition.	0/1	Major Issue

SPA/HEALTH CLUB/POOL CONDITIONS**LOCKER FACILITIES/RESTROOMS**

Entry and service doors free of damage and wear.	1/1	No Issue Observed
Walls and partitions were firmly attached and free of damage and wear.	1/1	No Issue Observed
Ceilings were free of damage and wear.	0/1	
Floors were free of damage and wear.	0.5/1	Minor Issue
Air vents and duct work were free of damage.	1/1	No Issue Observed
Light fixtures were free of damage and wear.	1/1	No Issue Observed
Light bulbs were not burned out.	1/1	No Issue Observed
Toilets flushed properly.	1/1	No Issue Observed
Toilets were free of damage and the seats were firmly attached.	1/1	No Issue Observed
Counters and cabinets were free of damage and wear.	1/1	No Issue Observed
Mirrors were free of damage and wear.	0.5/1	Minor Issue
Sinks were free of cracks, damage, and wear.	1/1	No Issue Observed
Drains were free of blockage and emptied easily.	1/1	No Issue Observed
Drain stoppers were working properly.	1/1	No Issue Observed
Faucets were working properly and free of damage and wear.	1/1	No Issue Observed
Soap dispensers were in good condition.	1/1	No Issue Observed
Tissue and towel dispensers were in good condition.	1/1	No Issue Observed
Wastebaskets were in good condition.	1/1	No Issue Observed

SPA CONDITIONS

Windows were properly sealed and free of damage, cracks, and discoloration.	1/1	No Issue Observed
Window treatments were free of damage and wear.	1/1	No Issue Observed
Windowsills and frames were in good condition.	1/1	No Issue Observed
Walls were free of damage and wear.	1/1	No Issue Observed
Floors were free of damage and wear.	1/1	No Issue Observed
Ceilings were free of damage and wear	0/1	Major Issue
Air vent and duct work were free of damage and wear.	0.5/1	Minor Issue
Light fixtures were free of damage and wear.	1/1	No Issue Observed
Light bulbs were not burned out.	1/1	No Issue Observed
Wastebaskets were in good condition	1/1	No Issue Observed

HEALTH CLUB CONDITIONS

Windows were properly sealed and free of damage, cracks, and discoloration.	0/1	Major Issue
Window treatments were free of damage and wear.	0.5/1	Minor Issue
Windowsills and frames were in good condition.	0.5/1	Minor Issue
Walls were free of damage and wear.	1/1	No Issue Observed
Floors were free of damage and wear.	0.5/1	Minor Issue
Ceilings were free of damage and wear	0.5/1	Minor Issue
Air vent and duct work were free of damage and wear.	0.5/1	Minor Issue
Light fixtures were free of damage and wear.	1/1	No Issue Observed
Light bulbs were not burned out.	1/1	No Issue Observed
Wastebaskets were in good condition	1/1	No Issue Observed

POOL AREA CONDITIONS

Entry doors were in good condition.	0/1	Major Issue
Equipment was in good condition.	0.5/1	Minor Issue
Towels were in good condition.	1/1	No Issue Observed
Drinking water (fountain/cooler/bottle) was in good condition.	1/1	No Issue Observed
Emergency telephone was present and functioned properly.	0.5/1	Minor Issue
Windows were properly sealed and free of damage, cracks, and discoloration.	0/1	Major Issue
Window treatments were free of damage and wear.	0/1	Major Issue
Windowsills and frames were in good condition.	0.5/1	Minor Issue
Walls were free of damage and wear.	0/1	Major Issue
Floors were free of damage and wear.	1/1	No Issue Observed
Ceilings were free of damage and wear	0.5/1	Minor Issue
Air vent and duct work were free of damage and wear.	0/1	Major Issue
Light fixtures were free of damage and wear.	1/1	No Issue Observed
Light bulbs were not burned out.	1/1	No Issue Observed
Wastebaskets were in good condition	1/1	No Issue Observed
Pool furniture was in good condition.	0/1	Major Issue
Emergency telephone was present and functioned properly.	1/1	No Issue Observed

MEETING ROOM CONDITIONS

Windows were properly sealed and free of damage, cracks, and discoloration.	0.5/1	Minor Issue
Window treatments were free of damage and wear.	0.5/1	Minor Issue
Windowsills and frames were in good condition.	0.5/1	Minor Issue
Counters were free of damage and wear.	0.5/1	Minor Issue
Carpets were free of damage and wear.	0.5/1	Minor Issue
Non-carpeted floors were free of damage and wear.	0.5/1	Minor Issue
Ceilings were free of damage and wear.	0.5/1	Minor Issue
Air vent and duct work were free of damage and wear.	0.5/1	Minor Issue
Light fixtures were free of damage and wear.	0.5/1	Minor Issue
Light bulbs were not burned out.	0.5/1	Minor Issue
Ash urns and ashtrays were in good condition.	0.5/1	Minor Issue
Wastebaskets were in good condition.	0.5/1	Minor Issue
Upholstered furniture was in good condition.	0.5/1	Minor Issue

PROPERTY PHOTOGRAPHS

Photograph



Comments:
Photograph

Exterior of Building from Boardwalk



Comments:
Photograph

Exterior of Building from Boardwalk 2



Comments:
Photograph

Exterior of Building from Boardwalk 3



Comments:
Photograph

Exterior of Building from Boardwalk 4



Comments:

Exterior of Building Entrance 1

Photograph



Comments:
Photograph

Exterior of Building Entrance 2



Comments:
Photograph

Exterior of Building Flags



Comments:
Photograph

Exterior of Building Entrance 3



Comments:
Photograph

Room 1871 Angle 1



Comments:

Room 1871 Angle 2

Photograph



Comments:
Photograph

Room 1871 Angle 3



Comentarios:
Photograph

Room 1871 Bath Angle 1



Comments:
Photograph

Room 1871 Bath Angle 2



Comments:
Photograph

Room 1871 Bath Angle 3



Comments:

Room 1871 Closet Angle 1

Photograph



Comments:
Photograph

Room 1871 Closet Angle 2



Comments:
Photograph

Room 1871 Desk



Comments:
Photograph

Room 1871 Laundry 1



Comments:
Photograph

Room 1871 Laundry 2



Comments:

Meeting Room Signage

Photograph



Comments:
Photograph

Public Space Ceiling Tile



Comments:
Photograph

Public Space Ceiling Tile 2



Comments:
Photograph

Elevator 1



Comments:
Photograph

Elevator 2



Comments:

Elevator 3

Photograph



Comments:
Photograph

East Tower Public Space Door



Comments:
Photograph

Guest Bathroom HVAC



Comments:
Photograph

Guestroom Bathtub 1



Comments:
Photograph

Guestroom Bathtub 2



Comments:

Pre-function Column 1

Photograph



Comments:
Photograph

Pre-function Column 2



Comments:
Photograph

Pool Ramp Floor



Comments:
Photograph

Pool Door



Comments:
Photograph

Pool Lights



Comments:

Fitness Center Carpet

Photograph



Comments:

Public Space Floor Tile

Consultant #2 Evaluation

Occupied Room 2719



PRE-ARRIVAL HOTEL RESERVATION CALL**23% (6/26)**

Pre-Arrival Hotel Reservations Service Summary:

A call was placed to the toll-free number 800.677.7378 advertised on the website at www.trumpplaza.com and dialed at 11:45 PM on Thursday, July 10, 2014. The call was answered by an automated system. The caller listened through the various options. Selection #2 for "Future Hotel Guests" was made for reservations. The caller reached a message that stated the hours during which a reservation to be booked: Sunday - Thursday 9:00 AM - 10:00 PM and 9:00 AM -12:00 AM Friday - Saturday. The option to speak to the operator for further assistance was selected.

The call was transferred to the Hotel Operator. Doreen answers the call as she states her department and introduces herself. An inquiry is made with regard to making a hotel reservation. Doreen states the reservation office was closed and to call back tomorrow after 9:00 AM. The caller states she was having difficulty booking a reservation on line and would like some assistance. Doreen reluctantly transfers the caller to the Front Desk and states that possibly someone there would be able to make the reservation. The caller accepts the transfer and offers her thanks.

The transferred call was then answered by Humora at the Front Desk. She states she was not able to make a reservation. When the guest stated she viewed some good rates on the hotel website but was not able to complete the reservation. Humora states the reservation office will be open at 9:00 AM the next morning and suggested the caller try booking on Hotels.com. The caller offers her thanks, in closing.

The caller did not have difficulty booking on the www.trumpplaza.com. The direction of the conversation was used for the purpose of the evaluation.

Reservations available 24 hours, either at the property or through a central reservation system.	0/2	No
Associate answers phone promptly within three rings	2/2	Yes
Associate provides warm and sincere greeting.	2/2	Yes
Associate thanks caller for contacting property.	0/2	No
Associate provides introduction.	2/2	Yes
Associate asks for caller's name.	0/2	No
Associate provides rate structure and room availability.	0/2	No
Associate provides an overview of facility and services.	0/2	No
Associate collects registration information.	0/2	No
Associate explains deposit and cancellation policies.	0/2	No
Associate reviews reservation request.	0/2	No
Associate provides confirmation number or contact name.	0/2	No
Associate provides a warm and sincere thank you to guest for calling.	0/2	No

INTERNET RESERVATION**83% (5/6)**

Internet Reservation Service Summary:

A reservation is easily made on the website trumpplaza.com. Rate calendars are used providing various rates if travelers have flexible plans in order to capture the best value. The guest did not readily see the availability of discounted rates for AAA and AARP along the top header; the colors and fonts blended in with the rest of the page. The guest easily completed the information required. The address and credit card information was accepted on the first attempt. A confirmation number was generated. Upon check-in, the room reserved was what was confirmed on the website. The pictures on the website gave the impression the rooms were equipped with flat screen televisions; however, upon arrival a large tube television was present in the armoire.

The property URL is used in all property advertising and sales, PR, or wherever website access is referenced.	1/1	Yes
Website accurately reflects the hotel's facilities and services.	0/1	No
Property's photography reflects the current facilities and services available.	1/1	Yes
A map offers accurate directions to the hotel.	1/1	Yes
The reservation section allows a user to complete a reservation.	1/1	Yes
The reservation section provides a variety of rates for guests, including the property's "best available" rate.	1/1	Yes

FRONT ENTRANCE DOORPERSON- ARRIVAL**31% (8/26)**

Front Entrance Doorperson-Arrival Service Summary

The guest arrives to the hotel by car. There is clear direction with regard to signage where to park with regard to self-parking and valet parking/check-in. The guest engages self-parking at 4:53PM on Monday, July 7, 2014. There is a line of nine vehicles approaching from two different entrances. The guests allow each other to take a turn. There is only one parking booth lane opened at the time. The wait to self park is eight minutes. The guest is quite frustrated by the wait time and the 5-dollar charge for self parking. Finally, the guest arrives to the booth. An unidentified female possibly of Hawaiian descent does not offer a greeting. The guest inquires of the charge. At this time, the associate confirms the \$5 charge and describes the in-and-out privileges of overnight guests. Her demeanor is neither helpful or pleasant. The guest moves on to locate an available space in the lot.

At a later time, the guest returns to the front entrance of the hotel. There is no signage indicating the entrance to the hotel, lobby or check-in services. There are no doormen posted. As the guest wishes to acquire assistance with luggage, the guest proceeds to the valet services at 7:35pm. The guest has the driver's window open at the time of arrival. John is heard stating, "Pull all the way up!" The guest does so and waits momentarily. As the guest opens the car door, John states, "Checking in?" The guest replies in the positive and accepts the offer of bell services. John accepts the gratuity, provides a valet retrieval ticket and a baggage claim ticket. The guest is provided with information to present the baggage claim ticket to the bellman; however, no car retrieval information is provided. John provides some information; however, does not clearly inform the guest how to retrieve the car or where to check -in.

John is attired in uniform and displays identification.

Uniformed associate promptly opens the car door.	0/2	No
Associate provides warm and sincere welcome greeting.	0/2	No
Associate makes a proper introduction.	0/2	No
Associate inquires about the guest's name.	0/2	No
Associate explains parking procedure.	0/2	No
Associate promptly unloads luggage.	2/2	Yes
Associate explains luggage handling procedure.	2/2	Yes
Associate provides direction to registration area.	0/2	No
Associate escorts guest to appropriate area.	0/2	No
Associate provides a warm and sincere closing.	0/2	No
Associate is properly attired, with nametag clearly visible.	2/2	Yes
Associate demonstrates appropriate behavior.	0/2	No
Associate demonstrates appropriate hygiene.	2/2	Yes

FRONT ENTRANCE DOORPERSON- DEPARTURE**78% (14/18)**

Front Entrance Doorperson- Departure Service Summary

The guest calls for luggage assistance at 9:15 AM on Wednesday, July 9, 2014. The male associate states he will send someone right up. The associate does not inquire if the luggage will be loaded into a vehicle.

Instead, the guest inquires if the valet parked vehicle can be brought around. Initially, the male associate states he can assist. Then he states the call will have to be transferred. The call is transferred and answered by an unidentified female associate who answered, "Valet, how may I help you?" A request is made to have the vehicle brought around. The associate asks, "What kinda car?" This information along with the ticket number are provided. The associate offers her thanks, "Ok, thank you." No information is provided where to pick up the car or how long it will be.

The guest proceeds with the check-out process. The car is waiting at the front entrance curb as the guest exits the hotel. A male valet associate attempts to establish eye contact with one of the few guests waiting on the curb. The guest waves and the associate uses a hand motion as he holds the car door. The guest indicates she has luggage on a cart to be loaded. The valet associate calls for John to provide assistance. The valet associate indicates John will take care of the guest from here. The guest asks if the valet associate has change of a ten-dollar bill. John states he will provide change and take care of the valet associate. The departure process is pleasant and efficient.

Neither the valet associate or John introduce themselves or engage the guest by name. Both John and the valet associate are attired in uniform and display a nametag. The guest is not able to gain a clear view of the valet associate's name; male possibly of Hispanic descent with short dark brown hair, 5'9" tall in his 30's.

Associate provides warm and sincere greeting.	2/2	Yes
Associate makes a proper introduction.	0/2	No
Associate inquires about the guest's name.	0/2	No
Associate promptly loads luggage.	2/2	Yes
Guest does not wait more than five minutes for pre-arranged transportation.	0/0	N/A
Associate inquires if directions are necessary for guest's next destination.	2/2	Yes
Associate provides a warm and sincere closing.	2/2	Yes
Associate is properly attired, with nametag clearly visible.	2/2	Yes
Associate demonstrates appropriate behavior.	2/2	Yes
Associate demonstrates appropriate hygiene.	2/2	Yes

FRONT DESK- ARRIVAL**60% (12/20)**

Front Desk- Arrival Service Summary

The guest waits in queue defined by stanchions at 7:40 PM on Monday, July 7, 2014. There are no guests waiting at the time. One guest is being serviced by one agent behind the front desk. One other agent is posted behind the front desk with her head down looking at the computer. This unidentified mature agent with short light brown hair wearing glasses eventually motions that she will help the guest. The guest moves over to the counter and the agent does not engage the guest rather she remains focused on the computer. Geri arrives from the back office and approaches. She informs the unidentified agent she can take a break. Geri then welcomes the guest and offers assistance. The check in process begins and the reservation is located without difficulty. The room type, non-smoking king, is confirmed. A credit card is presented for incidentals as Geri explains the card used to make the reservation has already been approved for the amount of the stay. Geri notes the card is not the same as the one used to make the reservation. The guest indicates that is her husband's card and he is at the craps table. Geri indicates she will go ahead and use that card as it already has been approved for the full amount. She explains that if she takes the guest's debit card, it will be approved for the total amount, as well. Geri inquires how many keys and provides same. The request to leave a key for her husband is honored. Geri explains he will have to show identification in order to obtain a key. Directions to the elevator are provided. The encounter comes to a close prior to Geri offering luggage assistance. The guest states she gave the luggage to an attendant out front. Geri then indicates, the bellman is posted just across the lobby. In parting, pleasantries are exchanged. Geri's demonstrates a helpful and pleasant demeanor. The guest; however, is not familiarized with the property or any outlets that may be open at the time.

Geri is attired in uniform and displays identification.

The deficient service standards are related to the initial approach to the desk. The husband of the guest is not present and simply a talking point to advance the conversation and check-in process for the sake of the evaluation.

Associate provides a warm and sincere greeting.	0/2	No
Associate inquires about guest's name.	2/2	Yes
Registered guests are not asked for duplicate information.	2/2	Yes
Associate confirms rate and type of room.	0/2	No
Associate provides room number discreetly.	2/2	Yes
Associate arranges escort of guest and belongings to room	0/2	No
Associate provides a warm and sincere closing.	2/2	Yes
Associate is properly attired, with nametag clearly visible.	2/2	Yes
Associate demonstrates appropriate behavior.	0/2	No
Associate demonstrates appropriate hygiene.	2/2	Yes

FRONT DESK-DEPARTURE**43% (6/14)**

Front Desk- Departure Service Summary

At 9:25 AM on Wednesday, July 9, 2014, the guest arrives to the lobby along with the bellman for the purpose of checking out. One agent is posted behind the front desk. Sally is observed demonstrating mechanical body language and her facial expressions are negative. The guest waits as next behind one other guest.

Sally calls out, "Next in line." At this time there are no other guests behind the guest waiting. The guest offers a pleasant greeting. Sally simply inquires, "Checking out?" The room number is provided upon request. The guest makes small talk noting the long list of handwritten room numbers alongside Sally's work space. Sally indicates the system had been down and she is playing catch up. An itemized receipt is quickly provided. There is no inquiry of the guest's stay, if the guest would like luggage assistance or with regard to car retrieval. The guest politely asks if she may review the bill for a moment. Sally replies in the positive. Sally answers questions with regard to the \$10 resort fee and grand total. The guest is satisfied with the explanation of charges. The guest offers her thanks. Sally offers no parting comment. She calls for the one other guest now waiting, "Next."

Sally demonstrates no welcoming or friendly behaviors. The guest is not invited to return.

Express check-out services are available 24/7.	2/2	Yes
Associate provides warm and sincere greeting; recognizes guest appropriately.	0/2	No
Associate inquires about guest stay.	0/2	No
Associate provides a warm and sincere closing.	0/2	No
Associate is properly attired, with nametag clearly visible.	2/2	Yes
Associate demonstrates appropriate behavior.	0/2	No
Associate demonstrates appropriate hygiene.	2/2	Yes

LUGGAGE ASSISTANCE- ARRIVAL**44% (8/18)**

Luggage Assistance- Arrival Service Summary

Following the check-in process at 7:45 PM on Monday, July 7, 2014, the guest proceeds to the Bellman's Counter opposite the registration desk.

John is standing posted at the recessed counter and offers a friendly greeting and assistance. The bag claim ticket is presented. John asks for the room number and the guest presents her key packet. John views the handwritten room number and visually makes note without stating the room number aloud. He states he will take care of the delivery of the bags to the guestroom. John confirms the guest will be in the room. The guest replies in the positive. John points out location of the elevators. The guest offers her thanks. John replies kindly.

John is attired in uniform and displays identification.

At 8:10 PM an unannounced knock comes to the guestroom door. Jimmy offers a friendly greeting and confirms the bags on the cart are for the guest. Jimmy brings in the bags. There is nowhere for them to be placed but on the floor. The guestroom is not equipped with a luggage rack or bench. Jimmy does not inquire if the guest would like the bags in any certain area. He is not forthcoming with any information. He simply apologizes for the delay and states, "I'm on by myself, just me and the Bell Captain." An inquiry is made if the room gets any cooler. Jimmy checks to see that cool air is blowing from the vent and notes the temperature is set at 65 degrees. He states to just give it a minute. Jimmy directs the guest to call Housekeeping if anything further is needed. He offers his thanks for the gratuity and exits. The encounter is rushed. The guest feels neglected.

Jimmy is attired in uniform and displays a nametag.

Associate provides warm and sincere greeting.	2/2	Yes
Associate is able to provide information about facilities when asked.	2/2	Yes
Associate places luggage on luggage stand or in appropriate area.	0/2	No
Associate explains features and functions of the room.	0/2	No
Associate offers to fill ice bucket.	0/2	No
Associate provides warm and sincere closing.	0/2	No
Associate is properly attired, with nametag clearly visible.	2/2	Yes
Associate demonstrates appropriate behavior.	0/2	No
Associate demonstrates appropriate hygiene.	2/2	Yes

LUGGAGE ASSISTANCE- DEPARTURE**75% (18/24)**

Luggage Assistance- Departure Service Summary

A call was placed to the Bell Staff using the speed dial button in the guestroom is pressed at 9:15 AM on Wednesday, July 9, 2014 for the purpose of engaging luggage assistance. The call is answered on the second ring by a male associate who does not introduce himself during the greeting of simply, "Bell Stand." A request for luggage assistance is made. The associate confirms the room number and states he will send someone right up. The call is brief. The guest does not feel reassured the bellman will arrive promptly.

The associate does not inquire if the luggage will be going into a car. Instead, the guest inquires if the valet parked vehicle can be brought around. Initially, the male associate states he can assist. Then he states the call will have to be transferred. Car retrieval arrangements are completed through the transferred call.

Within five minutes, an announced knock comes to the door. Carlos offers a pleasant greeting once the guest answers the door. He confirms the guest is ready to depart. Carlos identifies which bags to place on the cart and asks if he should zip the one bag that is partially opened. The guest replies affirmatively. As the bags are loaded, Carlos inquires of the guest's stay. His tone is engaging and genuine.

Carlos reminds the guest to take a second look around the room and specifically asks if the guest has all her chargers. The guest expresses thanks for the friendly reminder and states she has all her belongings. Carlos remains conversational with the guest and others on the way down the elevator to the lobby. He provides direction to the expressway as the guest states she is headed back to the office in Philadelphia to meet her boss for lunch. The guest states she will check out and that the car is already been called for. Carlos informs the guest he will take the luggage out front. Carlos graciously accepts a gratuity.

Carlos is properly attired in uniform and displays identification.

Service number is answered within three rings.	2/2	Yes
Associate provides warm and sincere greeting.	2/2	Yes
Associate offers to retrieve car or arrange other transportation.	0/2	No
Associate provides a warm and sincere closing.	0/2	No
Associate demonstrates appropriate behavior.	0/2	No
Associate arrives promptly. If not within five minutes, guest is notified of delay at time of request.	2/2	Yes
Associate provides warm and sincere greeting.	2/2	Yes
Associate inquires about guest's stay.	2/2	Yes
Associate provides a warm and sincere closing.	2/2	Yes
Associate is properly attired, with nametag clearly visible.	2/2	Yes
Associate demonstrates appropriate behavior.	2/2	Yes
Associate demonstrates appropriate hygiene.	2/2	Yes

GUEST ROOM REQUIREMENTS**36% (20/56)**

Guest Room Requirements Summary

The flooring in guestroom 2719 is all carpet. The cove base is carpet. The carpet is worn, stained, snagged and color faded.

The guestroom includes no upscale designs. The furniture is dated in appearance. The wall artwork is dated in appearance. The two framed pictures on the wall near the window are crooked.

The bed headboard is plain with no eye-catching elements. The bed is outfitted with thin spread and lumpy pillows. The blanket is worn and triple sheeting is not utilized.

The guestroom is not outfitted with a luggage rack. There is no bench present. The two chairs at the side table include arms. There is nowhere to place the luggage.

Two outlets are available near the desk; one is used for desk lamp.

One telephone is present on the nightstand. The telephone is one-line with speaker capability. Wireless Internet is provided at an additional charge.

An old style CRT type television is present in an armoire with swivel. Pay movies are available.

Microwaves are available upon request.

Guestroom collateral indicates a Room Directory is available on Channel 15; however, it is not present on the television. There is no printed guest directory in the guestroom.

Newspapers are not delivered or present in the elevator foyers. No reading or writing materials are provided in the guestroom.

A small refrigerator is present in the lower armoire; however, custom stocking is not provided.

The guestroom is not equipped with an iron or board. Upon request, the items are taken from the vacant room next door and provided.

Extra pillows and blankets are available through housekeeping and are not provided within the guestroom setup.

The in-room safe inside the closet does not accommodate a laptop.

Guest Bathroom

The bathroom style is dated. There are no enhanced design features. The floor tiles are ceramic. One tub height metal soap dish is provided. The sink faucet fixtures are newer in appearance. The shower head and soap dish are of an older, dated style.

The mirror is not decorative or framed. The tissue box is inset in the front facing of the vanity. Drop ceiling type box lighting is present above the sink with gold grid framing. There are no sconces or decorative lighting present.

The soap dish is attached to the mirror.

Additional amenities are available for purchase in the gift shop or vending area at the Business Center.

A hair dryer is wall-mounted with green night light. A make-up mirror is not provided.

A corded wall mounted telephone is present in the bathroom.

Room size and placement of appointments provide an obvious degree of spaciousness, allowing increased ease of movement for multiple guests.	1/1	Yes
High-grade wood, marble, granite, or other upscale stone floors are present, or high density pile carpet with padding that provides exceptional comfort underfoot.	0/1	No
At least one upscale design enhancement such as: accent walls, furniture finish wood paneling, soft all coverings, ceiling trim, architectural feature, wainscot, chair rails.	0/1	No
Wood baseboards are in place.	0/1	No
Variety of matted and framed artwork (varied sizes and scenes) or other appointments that provide a distinctive or thematic upscale appeal.	0/1	No

Upscale headboard, bed base, and mattress are which include a comfort enhancement such as: pillow top, memory foam padding, adjustable comfort level, etc.	0/1	No
Bed coverings include three or more accent features, such as: comforter, duvet, dust ruffles, bed throw/scar, multiple pillows, accent pillows/shams, or triple sheeting.	0/1	No
Closet is fully-enclosed with a depth of at least 22 inches, and can enclose full-length apparel.	1/1	Yes
Sufficient space is present for at least two pieces of luggage (upgraded wooden luggage racks or designer-style benches)	0/1	No
Comfortable seating for three guests.	0/1	No
A large desk, with ample work space (e.g., enough space for a laptop computer, three 8 X 10 inch reference materials, and a portable printer).	1/1	Yes
Multiple electrical outlets (not in use) are conveniently placed at the desk.	0/1	No
Heat and air are available on demand and controlled through central system.	1/1	Yes
Multiple telephones are present in the room.	0/1	No
Two-line telephone or separate internet capability is provided.	0/1	No
High-speed wireless access available in all rooms.	1/1	Yes
Television is at least a 25 inch flat-screen Cable Ready TV or Flat-Panel TV (examples: LCD, Plasma, SED, etc.)	0/1	No
Television is located on credenza, dresser, or on/in other piece of furniture with a swivel, pull-out base or wall-mounted.	1/1	Yes
Television cables and cords are hidden from view.	1/1	Yes
Alarm clock has digital display.	1/1	Yes
A DVD player is present in locations where pay-per-view movies are not available.	0/0	N/A
Enhanced guest service directory is available in a folder, binder, or digital format.	0/1	No
Complimentary newspaper is delivered to the room.	0/1	No
Additional reading materials such as: magazines, books, etc. are available.	0/1	No
Magazines in guestroom are upscale in nature.	0/0	N/A
A Hotel Directory is present in the guest room.	0/1	No
Upgraded stationary package (envelopes, postcards, writing paper) is present.	0/1	No
A full-size iron and board is present in the guestroom.	0/1	No
In-room snacks, mini bar, or a refrigerator that can be custom stocked upon request is available in the guestroom.	0/1	No
Microwaves are available.	1/1	Yes
Extra pillows and blankets are available.	1/1	Yes
An in-room safe is present, with the capability to hold a standards 12" laptop computer.	1/1	Yes
Glass tumblers are provided.	0/1	No
Marble, granite, or other upscale stone floors are present; area rug(s) are present as appropriate.	0/1	No
At least one upscale design enhancement such as: accent walls, furniture finish wood paneling, soft all coverings, ceiling trim, architectural feature, wainscot, chair rails.	0/1	No
Wood or high-end stone baseboards are in place.	0/1	No
Matted and framed artwork or other appointments provide a distinct or thematic upscale appeal.	0/1	No
Ceiling has one architectural or design feature such as: treys, beams, medallions, vaulted/volume, murals/stencils, tin tiles or skylights, ceiling fans, special effect lighting, etc.	0/1	No
Tub is decoratively enhanced in design, size (greater than 4 1/2 feet and 14 inches depth), and/or style, such as: oval, round, or free form.	0/1	No
If shower is separate from tub, base is of upscale material such as: marble, granite, stone, or porcelain tiles.	0/0	N/A
Tub and shower height soap dishes are available.	0/1	No
Double shower curtains or a heavyweight glass door with or without a metal frame.	1/1	Yes
Shower fixtures are of a modern design with a fixed showerhead.	0/1	No
Toilet is two-piece, elongated, with enhanced style or function.	1/1	Yes
Sink is porcelain or porcelain on steel, with an upscale counter enhancement such as: wall faucets or upscale counter-mounted faucets.	0/1	No
Oversized (at least 6 sq. ft) of counter space of excellent quality, such as: marble, granite, or other solid stone.	0/1	No

A large (3ft x 5ft) mirror is present with an upscale frame.	0/1	No
Cabinetry in upscale in design, with furniture-finished skirting.	0/1	No
Lighting is of an upscale design and is in multiple locations.	0/1	No
Shower area is illuminated	1/1	Yes
Lighting provides an excellent level of overall illumination at each site.	1/1	Yes
Towels are heavyweight, plush to the touch, and have a firm, self-supporting feel.	1/1	Yes
Towels are premium cotton with high absorbency.	1/1	Yes
Freestanding soap dish is present at the sink.	0/1	No
Additional amenities, such as toothpaste, brush, comb, etc. are available onsite.	1/1	Yes
A freestanding hairdryer is present.	0/1	No
A make-up mirror is present.	0/1	No
A night-light is available in the bathroom area.	1/1	Yes
A landline or cordless telephone is present.	1/1	Yes

CONCIERGE ENCOUNTERS**70% (14/20)****IN-PERSON ENCOUNTER**

Concierge In-Person Encounter Service Summary

There was no specified Concierge Counter. The Concierge experience was captured at the Bell Captains Counter.

The guest notes there is a valet/laundry bag in the guestroom; however, there is no laundry slip to provide information. There is no Guest Directory provided in the guestroom either printed or on the television. The guest takes two items to be laundered with her in her large shoulder bag just in case she is able to arrange for dry cleaning services.

The guest approaches the Bell Desk in the lobby at 9:20 PM on Monday, July 7, 2014. John offers a warm greeting and assistance. His facial expressions are pleasant and engaging. He listens as the guest inquires about laundry services. Initially, John states the hotel has no laundry facilities. John misunderstands the guest's request to have laundry sent out to be cleaned. John does not ask probing questions to better assist the guest. Now, John states there is a laundry bag and slip in the guestroom to be filled out. The guest states there was only a bag and no slip. The guest retrieves two shirts from her bag and asks to have them sent out. John has laundry slips available and describes the details. He states the items will be returned to the Bell Counter by 4:00 PM the following day. A copy of the slip is handed to the guest. Additionally, the guest inquires of the location of the beach bar as she is meeting her friend there. John provides direction to the beach bar and states it is open until 3:00 AM each day. John offers kind parting comments.

John is attired in uniform and display identification.

Once the guest arrives to the beach bar at 9:30 PM, the guest is informed by an associate at the entrance they have already done last call. The associate states the bar is not busy and therefore is preparing to close. The guest is disappointed as it is a beautiful night to enjoy a beverage on the beach.

Attendant provides warm and sincere greeting.	2/2	Yes
Associate makes a personalized recommendation.	0/2	No
Attendant demonstrates a knowledge of area attractions and services.	0/2	No
Attendant fulfills guest's request (s).	2/2	Yes
Attendant is efficient with providing the guest's request.	0/2	No
Attendant provides a warm and sincere closing.	2/2	Yes
Associate is properly attired, with nametag clearly visible.	2/2	Yes
Associate demonstrates appropriate behavior.	2/2	Yes
Associate demonstrates appropriate hygiene.	2/2	Yes
The associate is able to communicate effectively with the guest.	2/2	Yes

SERVICE RECOVERY**88% (14/16)**

Service Recovery Service Summary

During the dining experience in EVO on Tuesday evening July 8 at 8:50 PM, the guest was shown to seating. The guest expressed her concern that she was uncomfortably warm inside the restaurant. The female host responded in a positive manner as she expressed her willingness to assure the guest was comfortable. She offered an apology and quickly resolved the matter. The associate offered alternative seating both outside and inside at different table locations. The guest confirmed the seating was satisfactory.

Upon exiting, the same associate offered kind parting comments. The guest indicated she felt the air conditioning come on shortly after being seated and appreciated the attention. The associate offered her thanks and encouraged a return visit.

The associate was properly attired; however, did not display identification.

Associate demonstrates composure when the guest presents them with a problem.	2/2	Yes
Associate resolves the guest's issue or assists in directing the guest to management to resolve the issue.	2/2	Yes
The associate apologizes to the guest for the inconvenience.	2/2	Yes
Associate provides a warm and sincere closing.	2/2	Yes
Associate is properly attired, with nametag clearly visible.	0/2	No
Associate demonstrates appropriate behavior.	2/2	Yes
Associate demonstrates appropriate hygiene.	2/2	Yes
The associate is able to communicate effectively with the guest.	2/2	Yes

WAKE-UP CALLS**24% (8/34)****WAKE-UP CALL 1**

Wake-up Call #1 Service Summary

At 4:20 AM on Tuesday morning July 8, 2014, a call placed to the hotel operator "0" was answered following the fifth ring, "Hotel Operator Brenda how can I help you?" A request for a wake-up call was made. Brenda asked for the last name and time of call. The information provided. Brenda states, "Okay, seven o'clock ma'am." The guest offered her thanks. Brenda offered no responding comment.

An automated call was received at the appropriate time, "Hello this is your wake-up call. Thank you for staying. Have a lovely Trump day."

Brenda's voice tone demonstrates no friendliness. The automated call provides no unique information to the guest's particular stay. There is no mention of the daily weather or activity the guest may want to engage.

Service is available 24/7.	2/2	Yes
Service number is answered within three rings.	0/2	No
Operator provides warm and sincere greeting.	0/2	No
Operator asks appropriate questions and replies in professional manner.	2/2	Yes
Operator provides a warm and sincere closing.	0/2	No
Associate demonstrates appropriate behavior.	0/2	No
Call is received within five minutes of requested time.	2/2	Yes
Message includes a warm and sincere greeting.	0/2	No
Operator provides warm and sincere closing.	0/2	No

WAKE-UP CALL 2

Wake-up Call #2 Service Summary

At 1:20 AM on Wednesday morning July 9, 2014, a call placed to the hotel operator "0" was answered following the fifth ring, "Hotel Operator Robin how can I help you?" A request for a wake-up call was made. Robin stated, "One moment" and "What time?" The guest stated the requested time. Robin replied, "All set, have a good one."

An automated call was received at the appropriate time, "Hello this is your wake-up call. Thank you for staying. Have a lovely Trump day."

The call was routine. The associate quickly stated her name during the greeting. The guest recorded the associate's name which sounded close to Robin. Neither the guest's room number or name are confirmed.

Service number is answered within three rings.	0/2	No
Operator provides warm and sincere greeting.	0/2	No
Operator asks appropriate questions and replies in a professional manner.	0/2	No
Operator provides a warm and sincere closing.	0/2	No
Associate demonstrates appropriate behavior.	0/2	No
Call is received within five minutes of requested time.	2/2	Yes
Message includes a warm and sincere greeting.	0/2	No
Operator provides warm and sincere closing.	0/2	No

ROOM DELIVERY REQUEST**50% (8/16)**

Room Delivery Request Service Summary

At 8:07 AM on Tuesday, July 8, 2014 a call placed using the Housekeeping speed dial button in answered by a female associate who states, "That's me." The guest feels the associate is in conversation with someone else upon answering the call. A request is made for a luggage rack. The associate confirms the guest would like a bellman. The guest responds in the negative and states she would like a luggage rack to set her bag on in the room. The associate asks if the guest has looked in the closet. Replying in the affirmative, the guest is then informed there are none available to bring to the room.

A request for an iron and board are made. The associate inquires again if the guest has looked in the closet. Replying in the affirmative, the associate states, "Oh, well that will have to wait until after 9:30 AM. Indicating she would like to iron her clothes prior to meeting her friend for breakfast at 8:45 AM, the guest expresses her frustration. The guest indicated to "forget it." The associate insisted that she would have the item sent to the room later so the guest "would not have the same problem tomorrow." The guest was uncertain of the meaning of that comment. The guest left the Do Not Disturb sign hanging outside the door not expecting any visit to the room at the time.

At 8:25 AM, a knock came to the door. As the guest opens the door, Aurelia offers a pleasant greeting and drags in an ironing board with the iron securely attached to the board with the iron cord dragging along the floor while tripping over it. Through conversation the guest learns the item is taken from the adjacent unoccupied room. While Aurelia is in the room, the guest takes advantage of the opportunity to ask for a luggage rack. As English is not Aurelia's first language, the two finally understand each other. Aurelia indicates she will return momentarily. Aurelia returns with a bench from the adjacent unoccupied room. The guest offers her sincere thanks for the effort. Aurelia asks for the guest to print on her (Aurelia's) guest request form what she has delivered. Aurelia is not familiar with the term luggage rack or bench.

Aurelia is attired in uniform and displays identification with is partially obstructed by her black sweater.

Associate demonstrates appropriate behavior.	0/2	No
Associate arrives within 15 minutes of guest's initial request. If there is a delay, the guest is notified at the time of the inquiry.	0/2	No
Associate provides warm and sincere greeting	0/2	No
Associate fulfills guest request.	2/2	Yes
Associate provides warm and sincere closing.	2/2	Yes
Associate is properly attired, with nametag clearly visible.	2/2	Yes
Associate demonstrates appropriate behavior.	0/2	No
Associate demonstrates appropriate hygiene.	2/2	Yes

DAYTIME HOUSEKEEPING**86% (6/7)**

Daytime Housekeeping Service Summary

The guest returns to the room following a spa treatment and places the Do Not Disturb sign out. At 11:50 AM on Tuesday, July 8, Virginia knocks loudly. Upon answering the door, Virginia asks, "You ready now?" The guest politely explains she had been out of the room since 8:45 AM and asked Virginia if she could return at a later time. Virginia replied in the positive.

When the guest left the room for lunch at 1:30PM, Virginia was observed in a nearby guestroom. The guest notified Virginia the room would be vacant for a few hours.

Upon return, at 2:30PM, the guestroom had been serviced. The iron and board were left out. The floor was not vacuumed.

Attendant changes sheets (if necessary) and remakes bed.	1/1	Yes
Attendant straightens bathroom.	1/1	Yes
Attendant re-points tissues.	1/1	Yes
Attendant cleans soiled surfaces.	0/1	No
Attendant replaces or straightens used towels (where Green Program is in place).	1/1	Yes
Attendant replenishes used amenities.	1/1	Yes
Attendant empties wastebasket.	1/1	Yes
Attendant adjusts drapes, if necessary.	0/0	N/A
Attendant replaces used glasses.	0/0	N/A

TURNDOWN- HOUSEKEEPING

Turndown- Housekeeping Service Summary

Turndown Service was not offered.

TURNDOWN- EVENING ONE

Was turndown service available at the property?	0/0	No
Attendant folds back or removes bedspread.	0/0	N/A
Associate exhibits a professional vocabulary that is devoid of common slang.	0/0	N/A
Associate demonstrates appropriate hygiene.	0/0	N/A
Associate consistently maintains eye contact with guests.	0/0	N/A
Attendant turns up pillows.	0/0	N/A
Attendant straightens bathroom.	0/0	N/A
Attendant re-points tissues.	0/0	N/A
Attendant cleans soiled surfaces.	0/0	N/A
Attendant replaces or straightens used towels (where Green Program is in place).	0/0	N/A
Attendant replenishes used amenities.	0/0	N/A
Attendant empties wastebasket.	0/0	N/A
Attendant adjusts drapes.	0/0	N/A
Attendant adjusts room lighting.	0/0	N/A
Attendant refreshes ice.	0/0	N/A
Attendant replaces used glasses.	0/0	N/A
Attendant displays evening services, such as: robe on bed, laundry, shoeshine, etc.	0/0	N/A

TURNDOWN- EVENING TWO

Attendant folds back or removes bedspread.	0/0	N/A
Attendant turns up pillows.	0/0	N/A
Attendant straightens bathroom.	0/0	N/A
Attendant re-points tissues.	0/0	N/A
Attendant cleans soiled surfaces.	0/0	N/A
Attendant replaces or straightens used towels (where Green Program is in place).	0/0	N/A
Attendant replenishes used amenities.	0/0	N/A
Attendant empties wastebasket.	0/0	N/A
Attendant adjusts drapes.	0/0	N/A
Attendant adjusts room lighting.	0/0	N/A
Attendant refreshes ice.	0/0	N/A
Attendant replaces used glasses.	0/0	N/A
Attendant displays evening services, such as: robe on bed, laundry, shoeshine, etc.	0/0	N/A

LAUNDRY/VALET SERVICES**87% (26/30)**

Laundry/Valet Service Summary

The following day at 2:30 PM, a call from the Bell Desk is received in order to inform the guest the laundry has been returned. The male associate inquires of the guest's preference to come down to the lobby for the items or to have the items delivered. The guest opts for the latter. Within ten minutes, Mark arrives to the guestroom with the laundry. The items are hung neatly on a hanger. Mark smiles and offers a greeting. He suggests that he will hang the items in the closet located right at the guestroom door. And, he does so on affirmation from the guest. Mark graciously accepts a gratuity and offers his thanks along with well wishes for a nice day.

Mark is attired in uniform and displays a nametag. The encounter is not personalized by use of the guest's name.

The call is answered in three rings and guest is greeted by name.	0/0	N/A
Laundry is retrieved within 10 minutes upon request.	0/0	N/A
Associate rings the door bell (or knocks on the door) and announces their department.	2/2	Yes
The guest is warmly greeted by name.	0/2	No
Return time and service (regular or express) is confirmed with the guest.	2/2	Yes
Guest must be notified of any pre-existing major damages prior to cleaning. The laundry and dry cleaning staff shall notify guests of all stains that could not be removed. All standard buttons shall be replaced; minor mending and repair shall be offered. The guest should be satisfied with the finished product.	2/2	Yes
Marking tabs shall be attached to items on an unobtrusive place and shall be easy to remove.	2/2	Yes
A copy of the laundry and dry cleaning slip shall be returned to the guest with the laundry/dry cleaning/pressing.	2/2	Yes
Hotel provides 24 hours laundry service, 7 days a week. Express service (maximum 4 hours) and overnight service is available.	0/2	No
Garments are returned at the time promised by the laundry and dry cleaning associates.	2/2	Yes
The items are presented as guest requested.	2/2	Yes
Associate exhibits a professional vocabulary that is devoid of common slang.	2/2	Yes
Associate demonstrates appropriate hygiene.	2/2	Yes
Associate consistently maintains eye contact with guests.	2/2	Yes
Associate is properly attired, with name tag clearly visible.	2/2	Yes
Associate demonstrates appropriate behavior.	2/2	Yes
Hang garments are placed in the closet and folded garments are neatly placed in a basket.	2/2	Yes

MAINTENANCE REQUEST**83% (20/24)**

Maintenance Request Service Summary

Recalling the encounter with Jimmy of Bell Services, the guest uses the speed dial button on the telephone in the guestroom for Housekeeping in order to request service regarding the air conditioner at 3:05 PM on Tuesday, July 8, 2014. The call is answered in a polite tone, "Good afternoon Housekeeping." The male associate does not introduce himself. A request is made to have the air conditioning serviced in the guestroom as the guest is uncomfortably warm. The associate responds kindly, "Sure, I'll call maintenance." The associate offers pleasant parting comments prior to ending the call.

At 4:00 PM on Tuesday, July 8, 2014, an unannounced knock is heard at the door. Upon answering the door, the unidentified Caucasian male associate with brown hair styled in a buzz cut 5'10" tall in his 30's offers a greeting and confirms the nature of the visit; that being an air conditioning issue. The guest allows the associate to enter. He has a HVAC filter in hand. The associate quickly re-sets the temperature to 60 degrees using a code. The filter is changed without hesitancy. The removed filter is notably dust filled. The associate is pleasant and personable. He does not inconvenience the guest in any manner. The task is completed in just over two minutes. The associate offers well wishes for good luck upon exiting.

The associate is attired in uniform; however, does not display any identification.

Service number is answered within three rings.	2/2	Yes
Operator provides warm and sincere greeting.	2/2	Yes
Operator asks appropriate questions and replies in a professional manner.	2/2	Yes
Operator provides a warm and sincere closing.	2/2	Yes
Associate demonstrates appropriate behavior.	2/2	Yes
Associate arrives within 15 minutes of guest's initial request. If there is a delay, the guest is notified at the time of the inquiry.	0/2	No
Associate provides warm and sincere greeting	2/2	Yes
Associate fulfills guest request.	2/2	Yes
Associate provides warm and sincere closing.	2/2	Yes
Associate is properly attired, with nametag clearly visible.	0/2	No
Associate demonstrates appropriate behavior.	2/2	Yes
Associate demonstrates appropriate hygiene.	2/2	Yes

GUEST ROOM SECURITY**40% (4/10)**

Guest Room Security Service Summary

At 1:00 AM on Tuesday, July 8, 2014, the guest approaches the front desk to state she has lost her room key. Liz is posted and offers a warm greeting. There are no other guests at the desk at the time.

Liz requests the guest's room number and to see the guest's photo identification. The guest states her room number and sets her identification on the counter. Liz does not attempt to view the guest's driver's license or pick it up from the counter to get a closer look. Liz confirms the last name she has located in the computer. Keys for the room are simply re-made and presented. The guest offers her thanks. Liz responds kindly. The encounter is not personalized by use of the guest's name.

Liz is attired in uniform and displays identification.

At each house phone a plaque is present with a four-digit security extension. All house phones encountered had a dial tone and did not ring directly to the hotel operator.

Persons without proper key are denied guestroom access.	0/0	N/A
When contacted, hotel staff refers guest to front desk for assistance	0/0	N/A
Replacement keys are not issued to guests without positive identification.	0/2	No
The guest's room number is not used by the hotel staff. Instead the guest's name is used.	0/2	No
House phones default to the hotel operator.	0/2	No
Guestroom number is not printed on the key card.	2/2	Yes
Room attendants do not leave key lists on their carts.	2/2	Yes

SPA TREATMENT/HEALTH CLUB/POOL**88% (42/48)**

Spa Treatment Service Summary

A call was placed to the hotel at 800.677.7378 in order to confirm the hotel room reservation is made on July 3, 2014 at 5:07 PM. The guest also plans to secure a spa appointment for her stay beginning Monday, July 7. The hotel room reservation is confirmed. At this time, the caller is informed the spa is closed that day. The caller is informed further the spa will also be closed Friday, July 4th and Tuesday, July 8. The guest planned on placing another call over the weekend in order to make an appointment for Monday, July 7.

A 12:00 noon on Sunday, July 6, 2014, a call was placed to 609.441.6710 in order to make a spa reservation. The call is answered by Gina. She confirms the spa is opened every day and describes the hours of operation. Gina is familiar with the spa menu and specials. A treatment is reserved for Tuesday, July 8, 2014. Available times are stated and a preferred time secured. The offer of a male or female therapist is not mentioned. A 2-hour cancellation and/or no show policy is stated including a \$45 charge for such. A credit card number is required to secure the appointment. Gina's tone throughout the call is upbeat and engaging. She informs the caller to arrive minimally 15 minutes prior to the appointment time. The location of the spa on the 7th floor is mentioned. Further assistance is politely declined. The appointment information is reviewed. No confirmation is provided. Pleasantries are exchanged prior to ending the call.

The guest arrives to the spa at 9:45 AM, fifteen minutes prior to the scheduled appointment time on Tuesday, July 8, 2014. Lydia is posted at the reception desk and offers a courteous greeting. The guest is immediately asked to sign the waiver in the binder. The appointment is located and payment is arranged prior to the service. The charge is applied to the guestroom account and is permitted to add a tip following the treatment. A locker key is provided. All the while Kim is standing near the entrance to the women's spa area. She does not interact with the guest in any manner. Lydia points out the robe and flip flops bundled on the counter. She directs the guest to the locker area and states the therapist will get the guest closer to the appointment time. The guest picks up the robe and flip flops and inquires if the robe will fit. Lydia simply replies, "They're one size." The guest is not reassured. Lydia further offers that the same robes are used for men of all sizes. The guest is not comforted by this remark. The guest says okay and moves towards the entrance to the women's spa. Kim is still standing there and the guest reaches to open the door. Kim enters first without engaging the guest.

The guest readies for the treatment and takes a seat in the waiting area. Kim arrives on time and introduces herself. She is attired in black and does not display a nametag. The guest is taken aback that Kim is her therapist as she (Kim) had ample opportunity to interact with the guest at the reception desk. Kim confirms the treatment and leads the guest to a treatment room. Once inside with the door remaining open, Kim describes the treatment. She does not inquire of any skin allergies or injuries. The guest offers she has a Band-Aid on her foot covering a blister and asks Kim to avoid that area. The treatment begins on time and ends six minutes early. Kim is unobtrusively conversant. Proper draping technique is used. Kim has all of her supplies in the room and there is no interruption during the treatment. The guest's comfort level with regard to room temperature is not confirmed. The guest is directed through the treatment and at the conclusion water is offered. Kim states she will be waiting for the guest outside the door; no hurry. Kim accompanies the guest to the waiting area and describes the use of the spa facilities. The guest notes the time on the television news is 10:43 AM. Kim assumes an unprofessional stance as she curls up with her feet under her on a chair in the waiting room to interact with the guest. The guest had not encouraged interaction from Kim. The guest makes conversation by inquiring about the tanning bed. Kim departs to confirm the cost. She returns with the information. The guest exits the waiting area. Kim offers kind parting comments.

Upon exiting the spa, the female attendant, Caucasian with light brown highlighted longer hair, at the reception desk reminds the guest about adding a gratuity to the check. The guest does so and exits. The female attendant offers kind parting comments.

Spa services provided on site.	2/2	Yes
Service number is answered within three rings.	2/2	Yes
Associate provides a warm and sincere greeting.	2/2	Yes
Associate asks appropriate questions and replies in a professional manner.	2/2	Yes
Associate explains deposit and/or cancellation policies.	2/2	Yes
Associate provides a warm and sincere closing.	2/2	Yes
A designated receptionist is present upon arrival.	2/2	Yes
A bathrobe and towel is made available to the guest.	2/2	Yes
An associate advises the guest of the sequence of events (i.e. where to go once changed)	2/2	Yes
A therapist is available as per booking time.	2/2	Yes
Therapist gives guest an adequate explanation regarding the requested procedure(s).	2/2	Yes
Therapist inquires if the guest has any skin allergies.	0/2	No
Therapist ascertains if the Guest has had any previous injuries that he/she should know about.	0/2	No
Therapist gives an explanation as to the benefits of the treatment.	2/2	Yes
Guest is appropriately covered with towels.	2/2	Yes

LOBBY OBSERVATIONS**57% (8/14)**

Lobby Observations Summary:

The Lobby was observed between 8:20PM and 8:50 PM on Tuesday, July 8, 2014.

The bellman is posted inside a counter type alcove. This associate does not proactively interact with any guests or staff. In other words, the bellman is hidden from the general lobby traffic.

One security person is posted at a podium near the elevators. He does not proactively interact with any guests. The security person mechanically asks to see a card prior to allowing guests to pass thru to the elevator foyer. Some guests are unclear if they are present their Trump One card or their key card.

There is no management personnel posted in the lobby or observed passing through the lobby during the observation. No management personnel is observed behind the registration desk.

One agent is posted behind the desk. The activity in the lobby is slow.

The only retail outlet opened in the lobby is the jewelry counter located along the wall leading to the elevator. The associate posted at this concession is frustrated by guests interfering with the concession patrons while making their way to the elevator.

Queues were visible at the front desk.	0/0	Yes
Waiting guests were attended to in a prompt manner by the staff.	2/2	Yes
All work stations at the front desk were utilized to handle the volume of business.	2/2	Yes
Management was visible, as necessary, in the lobby area and assisting guests.	0/0	N/A
The staff members were present in the lobby assisting guests and engaging in conversation with the guest rather than engaging in conversations with their fellow staff members.	0/0	N/A
The staff members observed in the lobby smiled and made eye contact with the guests as well as offering positive body language.	0/2	No
The staff members observed in the lobby were neatly groomed and wore their uniform that was complete, clean and in good condition (including their name tag).	2/2	Yes
The staff members observed in the lobby have a good working knowledge of the hotel and were they able to answer questions regarding the property posed by the guest.	2/2	Yes
The staff members observed in the lobby left a positive impression with the guest.	0/2	No
The sense and mood of the lobby was of an organized and smoothly run operation from the guest's point of view.	0/2	No

ROOM SERVICE- DINNER

Room Service- Dinner Service Summary

Room Service was not offered Monday - Thursday. Room Service was available Friday - Sunday.

Service number is answered within three rings.	0/0	N/A
Associate provides a warm and sincere greeting.	0/0	N/A
Operator asks appropriate questions and replies in a professional manner.	0/0	N/A
Associate repeats order to guest.	0/0	N/A
Associate provides time estimate for delivery (within 30 minutes).	0/0	N/A
Associate provides a warm and sincere closing.	0/0	N/A
Associate demonstrates appropriate behavior.	0/0	N/A
Associate calls to advise guest if order will be late or if items ordered are not available.	0/0	N/A
Delivered within five minutes of time promised.	0/0	N/A
Associate provides a warm and sincere greeting.	0/0	N/A
Associate provides a suggestion as to tray/table placement.	0/0	N/A
Associate reviews guest order.	0/0	N/A
Associate prepares table set up and removes food covers, with guest permission.	0/0	N/A
Food presentation and quality of ingredients reflect upscale experience.	0/0	N/A
All appropriate dishware and linens are of upscale quality.	0/0	N/A
All food is served at the appropriate temperature.	0/0	N/A
All food is prepared as ordered.	0/0	N/A
Associate offers to pour beverages.	0/0	N/A
Associate provides written or verbal direction for tray/table removal.	0/0	N/A
Attendant provides a warm and sincere closing.	0/0	N/A
Associate is properly attired, with nametag clearly visible.	0/0	N/A
Associate demonstrates appropriate behavior.	0/0	N/A
Associate demonstrates appropriate hygiene.	0/0	N/A
Prompt (within 15 minutes) removal of tray/tables, upon request.	0/0	N/A

ROOM SERVICE- BREAKFAST

Room Service- Breakfast Service Summary

Room Service was not offered Monday - Thursday. Room Service was available Friday - Sunday.

Service number is answered within three rings.	0/0	N/A
Associate provides a warm and sincere greeting.	0/0	N/A
Operator asks appropriate questions and replies in a professional manner.	0/0	N/A
Associate repeats order to guest.	0/0	N/A
Associate provides time estimate for delivery (within 30 minutes).	0/0	N/A
Associate provides a warm and sincere closing.	0/0	N/A
Associate demonstrates appropriate behavior.	0/0	N/A
Associate calls to advise guest if order will be late or if items ordered are not available.	0/0	N/A
Delivered within five minutes of time promised.	0/0	N/A
Morning newspaper is presented with breakfast.	0/0	N/A
Associate provides a warm and sincere greeting.	0/0	N/A
Associate provides a suggestion as to tray/table placement.	0/0	N/A
Associate reviews guest order.	0/0	N/A
Associate prepares table set up and removes food covers, with guest permission.	0/0	N/A
Food presentation and quality of ingredients reflect upscale experience.	0/0	N/A
All appropriate dishware and linens are of upscale quality.	0/0	N/A
All food is served at the appropriate temperature.	0/0	N/A
All food is prepared as ordered.	0/0	N/A
Associate offers to pour beverages.	0/0	N/A
Associate provides written or verbal direction for tray/table removal.	0/0	N/A
Attendant provides a warm and sincere closing.	0/0	N/A
Associate is properly attired, with nametag clearly visible.	0/0	N/A
Associate demonstrates appropriate behavior.	0/0	N/A
Associate demonstrates appropriate hygiene.	0/0	N/A
Prompt (within 15 minutes) removal of tray/tables, upon request.	0/0	N/A

BAR A'S BEACH BAR**75% (24/32)**

Bar A's Beach Bar Service Summary

On Monday, July 7, 2014 at 9:30 PM, the guests make their way to Bar A's Beach Bar. There are a few patrons at the main center bar as noted upon approach. It is a beautiful night. The super moon is almost full.

An unidentified male Caucasian with reddish hair and fuller beard offers a negative greeting and states, "We've already done last call and are about ready to close." The guests express their disappointment. The associate simply states there are so few people at the bar as he uses a hand motion for the guests to observe and repeats the area is closed. The associate does not encourage a return visit or state when the concession will re-open. The guest states she was told by a hotel associate the bar would be open until 3:00AM. The associate replies, "Not tonight." The guests turn and walk away. No further comments are exchanged.

On Tuesday July 8th, the guests sat for a beverage at Bar A's Beach Bar at 6:45 PM. Sheldon, the bartender approached the guests with a smile and pleasant greeting immediately. There were three other guests seated at the side bar vs. the main bar. The bartender was equally attentive to the others at the bar and laughed with the patrons who were enjoying the evening.

Sheldon inquired if drinks were preferred, or if the guests would enjoy food this evening. The bartender was knowledgeable about the menu: however, beer specials were offered only when prompted. Music was at the proper volume and was pleasantly entertaining. Sheldon checked back with the guests for satisfaction with the drinks and offered a second round while waiting for a flatbread. The guests politely declined another beverage. The food was delivered in good time of presently attractively.

The bartender presented the check between two plastic cups to keep from blowing away soon after the drinks were ordered. The check was updated when food was ordered. When the credit card was presented, the check was settled without delay.

Sheldon was properly attired in uniform and displayed identification. Snacks were not available at this outdoor bar location. The interactions was pleasant and delightful. The atmosphere relaxing.

The first standard is marked deficient as related to the initial encounter on Monday

Associate provides warm and sincere greeting.	0/2	No
Associate ensures appropriate ambiance is set for guests e.g., candles lit and music at comfortable level.)	2/2	Yes
Associate solicits beverage order within two minutes of being seated.	2/2	Yes
Associate explain any special drink promotions.	0/2	No
Associate extends the courtesy of running a tab to all hotel guests presenting a room key or credit card.	2/2	Yes
Correct and appropriate glassware is available and used for each beverage.	2/2	Yes
All beverages are prepared according to industry standards or guest's specifications.	2/2	Yes
Beverages are delivered to tables within three minutes of their order.	0/0	N/A
Beverages are served at the bar within two minutes of their order.	2/2	Yes
At tables, all drinks are served from a service tray whenever possible.	2/2	Yes
All drinks are presented on a coaster or napkin.	2/2	Yes
For guests ordering wine, proper wine presentation service is followed.	0/0	N/A
Complimentary snacks (at least two types) are presented and replenished as necessary.	0/2	No
Check is presented in clean folder with a hotel/restaurant pen.	0/2	No
Associate provides a warm and sincere closing.	2/2	Yes
Associate is properly attired, with nametag clearly visible.	2/2	Yes
Associate demonstrates appropriate behavior.	2/2	Yes
Associate demonstrates appropriate hygiene.	2/2	Yes

LIQUID BAR- BAR ENCOUNTER**87% (26/30)**

Liquid Bar Service Summary

Liquid Bar was not opened. When staff was asked when it will be opened, the guest was informed possibly on the weekend.

During breakfast at 24 Central Café, Dot suggests Jezebel's as it is a 24/7 bar.

The guests head over to Jezebel's at 9:50 PM on Monday, July7, 2014. There are four other patrons at the bar at the time. Video poker machines are available and set into the bar counter. Bobby offers an immediate greeting as the guests take a seat at the bar. Bobby offers to take a beverage order. The guest allows her friend to order first and places a twenty dollar bill into the video poker machine in front of her. Bobby confirms there is no charge for drinks, even top shelf, while gaming. The guest places a beverage order, as well. Bobby is conversationally engaging. He demonstrates this demeanor with all guests at the bar equally. His facial expressions are friendly and engaging. His body language demonstrates urgency. Bobby inquires where the guests are staying and expresses genuine interest in interacting with the guests. A second round of drinks is politely declined. Bobby offers sincere kind comments when the guests get up to leave.

Bobby is attired in uniform and displays identification.

Associate provides warm and sincere greeting.	2/2	Yes
Associate ensures appropriate ambiance is set for guests e.g., candles lit and music at comfortable level.)	2/2	Yes
Associate solicits beverage order within two minutes of being seated.	2/2	Yes
Associate explain any special drink promotions.	0/2	No
Associate extends the courtesy of running a tab to all hotel guests presenting a room key or credit card.	0/0	N/A
Correct and appropriate glassware is available and used for each beverage.	2/2	Yes
All beverages are prepared according to industry standards or guest's specifications.	2/2	Yes
Beverages are delivered to tables within three minutes of their order.	0/0	N/A
Beverages are served at the bar within two minutes of their order.	2/2	Yes
At tables, all drinks are served from a service tray whenever possible.	2/2	Yes
All drinks are presented on a coaster or napkin.	2/2	Yes
For guests ordering wine, proper wine presentation service is followed.	0/0	N/A
Complimentary snacks (at least two types) are presented and replenished as necessary.	0/2	No
Check is presented in clean folder with a hotel/restaurant pen.	0/0	N/A
Associate provides a warm and sincere closing.	2/2	Yes
Associate is properly attired, with nametag clearly visible.	2/2	Yes
Associate demonstrates appropriate behavior.	2/2	Yes
Associate demonstrates appropriate hygiene.	2/2	Yes
Host provides warm and sincere greeting.	2/2	Yes

MAX'S PRIME

Max's Prime Service Summary

Max's Prime was opened only on Friday and Saturday.

Host provides warm and sincere greeting.	0/0	N/A
Host escorts guest to table at a comfortable pace.	0/0	N/A
Host asks if assigned table is satisfactory.	0/0	N/A
Host presents a clean and undamaged menu to the guest.	0/0	N/A
If applicable, the host extends an inviting description of the buffet.	0/0	N/A
Extra place settings are removed.	0/0	N/A
Host provides a warm and sincere closing.	0/0	N/A
Host is properly attired, with nametag clearly visible.	0/0	N/A
Host demonstrates appropriate behavior.	0/0	N/A
Host demonstrates appropriate hygiene.	0/0	N/A
Server provides warm and sincere greeting.	0/0	N/A
Server acknowledges guest within thirty seconds of being seated.	0/0	N/A
Server verbally welcomes guest within three minutes of being seated.	0/0	N/A
Water is immediately poured or offered upon greeting.	0/0	N/A
Server explains any special food promotions and menu items, including all ingredients and preparation.	0/0	N/A
Server takes guest order in efficient manner, repeating each order(s) back to ensure accuracy.	0/0	N/A
Accompanying items are recommended when appropriate.	0/0	N/A
The first course is served within ten minutes ordering, with entree following within twenty minutes of ordering.	0/0	N/A
Entrees are presented in an efficient and personable manner.	0/0	N/A
All food is served at the appropriate temperature.	0/0	N/A
Server checks on guest within three minutes of receiving each course to ensure satisfaction.	0/0	N/A
Table is cleared once all guests have finished eating.	0/0	N/A
Check is presented in a clean folder with a hotel/restaurant pen.	0/0	N/A
Server provides a warm and sincere closing.	0/0	N/A
Server is properly attired, with nametag clearly visible.	0/0	N/A
Server demonstrates appropriate behavior.	0/0	N/A
Server demonstrates appropriate hygiene.	0/0	N/A

LIQUID BAR- MEAL ENCOUNTER

Roberto's Ristorante Service Summary

Roberto's was opened for Italian Buffet Thursday - Sunday.

Host provides warm and sincere greeting.	0/0	N/A
Host escorts guest to table at a comfortable pace.	0/0	N/A
Host asks if assigned table is satisfactory.	0/0	N/A
Host presents a clean and undamaged menu to the guest.	0/0	N/A
If applicable, the host extends an inviting description of the buffet.	0/0	N/A
Extra place settings are removed.	0/0	N/A
Host provides a warm and sincere closing.	0/0	N/A
Host is properly attired, with nametag clearly visible.	0/0	N/A
Host demonstrates appropriate behavior.	0/0	N/A
Host demonstrates appropriate hygiene.	0/0	N/A
Server provides warm and sincere greeting.	0/0	N/A
Server acknowledges guest within thirty seconds of being seated.	0/0	N/A
Server verbally welcomes guest within three minutes of being seated.	0/0	N/A
Water is immediately poured or offered upon greeting.	0/0	N/A
Server explains any special food promotions and menu items, including all ingredients and preparation.	0/0	N/A
Server takes guest order in efficient manner, repeating each order(s) back to ensure accuracy.	0/0	N/A
Accompanying items are recommended when appropriate.	0/0	N/A
The first course is served within ten minutes ordering, with entree following within twenty minutes of ordering.	0/0	N/A
Entrees are presented in an efficient and personable manner.	0/0	N/A
All food is served at the appropriate temperature.	0/0	N/A
Server checks on guest within three minutes of receiving each course to ensure satisfaction.	0/0	N/A
Table is cleared once all guests have finished eating.	0/0	N/A
Check is presented in a clean folder with a hotel/restaurant pen.	0/0	N/A
Server provides a warm and sincere closing.	0/0	N/A
Server is properly attired, with nametag clearly visible.	0/0	N/A
Server demonstrates appropriate behavior.	0/0	N/A
Server demonstrates appropriate hygiene.	0/0	N/A

24 CENTRAL CAFE**78% (36/46)**

24 Central Cafe Service Summary

The guests were greeted by Aryes (Female) on Tuesday July 8th at 8:00am for breakfast at the 24 Central Cafe. There were no other guests in line as Aryes simply asked, "Just two?" After the guests replied, there was no offer of a booth or table preference. The greeter inquired if guests possessed a Trump One Card, in which the guests' reply was "No, but how do I get one?" Aryes described the location near the Cashier in the casino. She then added that the points from the Trump One Card were not earned in the restaurant but comps could be earned from casino play and utilized. The greeter provided seating after the informative conversation and offered menus. There were no parting comments.

The guests were approached by Morris (male), their server, who smiled and offered an immediate greeting. He was friendly and engaging while he asked the guests for their beverage order. Water was not immediately poured or offered by wait staff. A coffee server, Nurel, was attentive to the guests beverages yet displayed no engaging behaviors. Morris returned for the food order and repeated the order back to the guests correctly. The food was delivered in a timely fashion and served hot. Beverages were refilled at the appropriate time and Morris checked back for satisfaction with the meals.

After the meal was completed, guests were presented with a check without a folder and told to pay the cashier on their way out of the restaurant. The guests approached Dot, a pleasant cashier in where the guests settled the check to the room account. Dot completed the process by charging the check to the guestroom account while answering a question about the property. Dot recommended Jezabel's as it is open 24/7 for business.

Host provides warm and sincere greeting.	0/2	No
Host escorts guest to table at a comfortable pace.	2/2	Yes
Host asks if assigned table is satisfactory.	0/2	No
Host presents a clean and undamaged menu to the guest.	2/2	Yes
If applicable, the host extends an inviting description of the buffet.	0/0	N/A
Extra place settings are removed.	0/0	N/A
Host provides a warm and sincere closing.	2/2	Yes
Host is properly attired, with nametag clearly visible.	2/2	Yes
Host demonstrates appropriate behavior.	0/2	No
Host demonstrates appropriate hygiene.	2/2	Yes
Server provides warm and sincere greeting.	2/2	Yes
Server acknowledges guest within thirty seconds of being seated.	2/2	Yes
Server verbally welcomes guest within three minutes of being seated.	2/2	Yes
Water is immediately poured or offered upon greeting.	0/2	No
Server explains any special food promotions and menu items, including all ingredients and preparation.	0/0	N/A
Server takes guest order in efficient manner, repeating each order(s) back to ensure accuracy.	2/2	Yes
Accompanying items are recommended when appropriate.	0/0	N/A
The first course is served within ten minutes ordering, with entree following within twenty minutes of ordering.	2/2	Yes
Entrees are presented in an efficient and personable manner.	2/2	Yes
All food is served at the appropriate temperature.	2/2	Yes
Server checks on guest within three minutes of receiving each course to ensure satisfaction.	2/2	Yes
Table is cleared once all guests have finished eating.	2/2	Yes
Check is presented in a clean folder with a hotel/restaurant pen.	0/2	No
Server provides a warm and sincere closing.	2/2	Yes
Server is properly attired, with nametag clearly visible.	2/2	Yes
Server demonstrates appropriate behavior.	2/2	Yes
Server demonstrates appropriate hygiene.	2/2	Yes

BACK IN THE DAY BUFFET**64% (28/44)**

Back in the Day Buffet Service Summary

Guests arrived at the very busy Back in the Day Buffet at 6:00pm on July 7th. Guests were thirtieth in line though the process moved quickly. There were two cashiers available. The guests approached Bernadette a cashier who stated the price but offered no other verbal interaction. She failed to provide any direction to the buffet entrance and seemed to treat all guests as if they had frequented the buffet prior or had known the process. Bernadette offered no parting comment as she continued on to the next customer the same way.

After purchasing two for the buffet, guests stood 7th in line to be seated. A host named Dina offered a flat greeting, "Two?" She did not offer a seating preference as the Buffet was rather busy. Dina did not remove extra place settings at this time. She failed to mention the buffet offerings and the server was not introduced as the guests were seated. She offered no parting comment.

Immediately the guests were pleasantly greeted by their server Tatiana. She smiled as she took the beverage order and again there was no explanation of buffet offerings. Tatiana delivered Iced Tea without hesitation and remained attentive with refills.

The guests approached the carving station where a male associate simply stated "ham or turkey?"

Plates were removed timely after each buffet encounter. A female associate who may have been a supervisor or manager announced there was salad available on the left side of the buffet. A line to and at the small buffet area remained long throughout the experience. Items on the buffet were full most of the time; however, the guest observed associates dumping bags of lettuce in the salad containers at the buffet and filling various items without removing the "old."

All service employees displayed proper name tags and uniforms. The guests were not addressed during the exit process although there were supervisors or managers observed.

Host provides warm and sincere greeting.	0/2	No
Host escorts guest to table at a comfortable pace.	2/2	Yes
Host asks if assigned table is satisfactory.	0/2	No
Host presents a clean and undamaged menu to the guest.	0/0	N/A
If applicable, the host extends an inviting description of the buffet.	0/2	No
Extra place settings are removed.	0/2	No
Host provides a warm and sincere closing.	0/2	No
Host is properly attired, with nametag clearly visible.	2/2	Yes
Host demonstrates appropriate behavior.	2/2	Yes
Host demonstrates appropriate hygiene.	2/2	Yes
Server provides warm and sincere greeting.	2/2	Yes
Server acknowledges guest within thirty seconds of being seated.	2/2	Yes
Server verbally welcomes guest within three minutes of being seated.	2/2	Yes
Water is immediately poured or offered upon greeting.	0/2	No
Server explains any special food promotions and menu items, including all ingredients and preparation.	0/2	No
Server takes guest order in efficient manner, repeating each order(s) back to ensure accuracy.	0/0	N/A
Accompanying items are recommended when appropriate.	0/0	N/A
The first course is served within ten minutes ordering, with entree following within twenty minutes of ordering.	0/0	N/A
Entrees are presented in an efficient and personable manner.	0/2	No
All food is served at the appropriate temperature.	2/2	Yes
Server checks on guest within three minutes of receiving each course to ensure satisfaction.	2/2	Yes
Table is cleared once all guests have finished eating.	2/2	Yes
Check is presented in a clean folder with a hotel/restaurant pen.	0/0	N/A
Server provides a warm and sincere closing.	2/2	Yes
Server is properly attired, with nametag clearly visible.	2/2	Yes
Server demonstrates appropriate behavior.	2/2	Yes
Server demonstrates appropriate hygiene.	2/2	Yes

EVO'S**100% (52/52)**

Evo's Service Summary

Guests arrived at Evo on Tuesday July 8th at 8:50pm. There was no wait though business was steady at the time. A female hostess greeted guests pleasantly with friendly facial expressions. The female host displayed no name tag. She was Hispanic with long dark brown hair in a braid and in her 30's, roughly 5'3" tall. She confirmed two in the party and provided seating. The guest remarks, "It's very hot in here," to which the host offered alternative seating. The guest politely declined as the hostess stated, "enjoy your meal".

The guests were immediately approached by a male server. No name tag was present however he was properly attired. Franco was knowledgeable about the menu and mentioned all items are available a la carte for \$4 less. Upon his departure he gave the guests time to review the menu and make a selection. Franco returned to take the order at 9:07pm. He is knowledgeable of the menu and makes suggestions. The entrees were presented at 9:15pm. The guests mentioned they were hungry and appreciated the expedited service. Franco returned to seek guests' satisfaction followed by plates cleared after the meal. Dessert was offered at 9:32pm and promptly presented to the guests at 9:35pm.

After finishing dessert, Franco presented the folder containing the check with a pen and stated "no rush". The guests completed the evening by charging the meal to the room. The check was settled with Franco who offered his sincere thanks and personalized the encounter by addressing the guest by name.

Franco's name is taken from the receipt.

Host provides warm and sincere greeting.	2/2	Yes
Host escorts guest to table at a comfortable pace.	2/2	Yes
Host asks if assigned table is satisfactory.	2/2	Yes
Host presents a clean and undamaged menu to the guest.	2/2	Yes
If applicable, the host extends an inviting description of the buffet.	0/0	N/A
Extra place settings are removed.	2/2	Yes
Host provides a warm and sincere closing.	2/2	Yes
Host is properly attired, with nametag clearly visible.	2/2	Yes
Host demonstrates appropriate behavior.	2/2	Yes
Host demonstrates appropriate hygiene.	2/2	Yes
Server provides warm and sincere greeting.	2/2	Yes
Server acknowledges guest within thirty seconds of being seated.	2/2	Yes
Server verbally welcomes guest within three minutes of being seated.	2/2	Yes
Water is immediately poured or offered upon greeting.	2/2	Yes
Server explains any special food promotions and menu items, including all ingredients and preparation.	2/2	Yes
Server takes guest order in efficient manner, repeating each order(s) back to ensure accuracy.	2/2	Yes
Accompanying items are recommended when appropriate.	2/2	Yes
The first course is served within ten minutes ordering, with entree following within twenty minutes of ordering.	2/2	Yes
Entrees are presented in an efficient and personable manner.	2/2	Yes
All food is served at the appropriate temperature.	2/2	Yes
Server checks on guest within three minutes of receiving each course to ensure satisfaction.	2/2	Yes
Table is cleared once all guests have finished eating.	2/2	Yes
Check is presented in a clean folder with a hotel/restaurant pen.	2/2	Yes
Server provides a warm and sincere closing.	2/2	Yes
Server is properly attired, with nametag clearly visible.	2/2	Yes
Server demonstrates appropriate behavior.	2/2	Yes
Server demonstrates appropriate hygiene.	2/2	Yes

ENTERTAINMENT VENUE**94% (17/18)**

Entertainment Venue Service Summary

The guest waits in line at the Front Desk in order to obtain additional information about Beetlemania at 8:05 PM on Tuesday, July 8, 2014. Following a four-minute wait in line, the guest is simply informed to go to the box office located on the 6th floor. The front desk agent also indicates the show has already started that evening. The guest offers her thanks and proceeds to the box office.

Arriving at the box office at 8:10 PM on Tuesday, July 8, 2014, Jess offers a warm welcome. There are no patrons at the window at the time. Jess is happy to describe the seating and ticket prices including a discount for up to four people if presented with a Trump One card. Jess further offers that the box office opens at 6:00 PM and doors to the venue open at 7:00 PM. When asked if there is a bar in the venue, Jess indicates most guests stop at Jezebel's located just down the escalator prior to entering the venue. She confirms alcoholic beverages are permitted. The guest offers her thanks for the detailed information delivered in a professional and personable manner. Jess extends courteous parting comments in hopes to see the guest soon at one of the performances.

Jess is attired in uniform and displays identification.

Attendant knows the show start and end times and can answer all guest questions involving the venue and event.	2/2	Yes
Attendant provides warm and sincere greeting.	2/2	Yes
Attendant is efficient with providing for the guest's request.	2/2	Yes
Attendant provides a warm and sincere closing.	2/2	Yes
The entertainment venue was clean.	1/1	Yes
The entertainment venue was in good condition.	0/1	No
Associate is properly attired, with nametag clearly visible.	2/2	Yes
Associate demonstrates appropriate behavior.	2/2	Yes
Associate demonstrates appropriate hygiene.	2/2	Yes
The associate is able to communicate effectively with the guest.	2/2	Yes

CASINO**55% (119/217)****TRUMP ONE****46% (6/13)**

Trump One Service Summary

The guest has difficulty locating the Trump One Counter. The original location is closed. Signage directs the player to the nearby cage which is closed. Further Signage directs the player to the Main Cashier. A house phone is located at that location. A call is made and the operator directs the player to the Main Cashier. The operator is not able to provide direction the Main Cashier. The player navigates her own way to the Main Cashier. There is one window labeled Trump One. James is posted behind the counter but no one visible right at the window. The player approaches the window and then James arrives at the counter. He offers a greeting, "Hi," A request for a card is made. James qualifies the player as a previous card holder. He asks for the player's photo identification. The account is located at the Taj as stated by James. James asks, "One or two?" Two cards are presented without delay. The player offers her thanks. James replies, "Good luck!" James does not attempt to verify the player's current email or phone number.

The encounter is brief but pleasant. James is attired in uniform and displays identification. The experience is not personalized by use of the player's name.

Greets the guest by initiating a warm friendly verbal greeting.	0/1	No
The employee was enthusiastic, up-beat and positive (using hand gestures, body language, inflection and tone of voice).	0/1	No
Smiles and makes eye contact at least three (3) times throughout the interaction. How many times did the associate smile and make eye contact during the interaction?	1/3	One (1)
Employee was able to explain the Trump One program and its benefits.	1/1	Yes
Drivers license, email address and telephone number were requested from the guest.	0/1	No
Employee informs the guest of current promotions.	0/1	No
Checks for Satisfaction (i.e. is there anything else I can assist you with).	0/1	No
The employee shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.)	2/2	Yes
The employee was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	2/2	Yes

SLOTS**0% (0/42)**

Slots Service Summary

Only one slot attendant is observed on the gaming floor in the late evening on Monday July 7, 2014 during the two-day unannounced portion of the evaluation. No slot attendant is engaged or summoned successfully during the evaluation. The player activates the service light at their own slot machine and the one or two adjacent vacant machines. No attendant arrives on any of four attempts.

The player remains at the slot machine for a minimum of 15 minutes in order to see a slot attendant in the area and/or summon a slot attendant by activating the slot service button.

SLOT REPRESENTATIVE 1

Time of Request:		10:50 PM
Time of Response:		12:01 AM
Location:		Slot H202
Associate Name:		NA
Associate is male or female?	0/0	N/A
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):		NA
Employee greets the guest by initiating a warm friendly verbal greeting.	0/0	N/A

Slot Representative 1 Experience

Slot H202, 10:50 PM Monday July 7, 2014.

Employee responded to the call in less than two (2) minutes.	0/1	No
The employee was enthusiastic, up-beat and positive (using hand gestures, body language, inflection and tone of voice).	0/1	No
Smiles and makes eye contact at least two (2) times throughout the interaction.	0/2	None
How many times did the associate smile and make eye contact during the interaction?		
Employee was knowledgeable regarding gaming machines and current promotions.	0/1	No
Checks for Satisfaction (i.e. is there anything else I can assist you with).	0/1	No
The employee shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.)	0/2	No
The employee was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	0/2	No

SLOT REPRESENTATIVE 2

Time of Request:	11:15 PM
Time of Response:	12:01 AM
Location:	Slot 14375
Associate Name:	NA
Associate is male or female?	0/0 N/A
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	NA

Slot Representative 2 Experience:

Slot 14375, 11:15 PM Monday, July, 2014.

Employee greets the guest by initiating a warm friendly verbal greeting.	0/1	No
Employee responded to the call in less than two (2) minutes.	0/1	No
The employee was enthusiastic, up-beat and positive (using hand gestures, body language, inflection and tone of voice).	0/1	No
Smiles and makes eye contact at least two (2) times throughout the interaction. How many times did the associate smile and make eye contact during the interaction?	0/2	None
Employee was knowledgeable regarding gaming machines and current promotions.	0/1	No
Checks for Satisfaction (i.e. is there anything else I can assist you with).	0/1	No
The employee shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.)	0/2	No
The employee was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	0/2	No

SLOT REPRESENTATIVE 3

Time of Request:	6:15 PM
Time of Response:	12:01 AM
Location:	Slot H013
Associate Name:	NA
Associate is male or female?	0/0 N/A
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	NA

Slot Representative 3 Experience:

Slot H013, 6:15PM Tuesday, July 8, 2014.

Employee greets the guest by initiating a warm friendly verbal greeting.	0/1	No
Employee responded to the call in less than two (2) minutes.	0/1	No
The employee was enthusiastic, up-beat and positive (using hand gestures, body language, inflection and tone of voice).	0/1	No
Smiles and makes eye contact at least two (2) times throughout the interaction. How many times did the associate smile and make eye contact during the interaction?	0/2	None
Employee was knowledgeable regarding gaming machines and current promotions.	0/1	No
Checks for Satisfaction (i.e. is there anything else I can assist you with).	0/1	No
The employee shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.)	0/2	No
The employee was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	0/2	No

SLOT REPRESENTATIVE 4

Time of Request:		6:35 PM
Time of Response:		12:01 AM
Location:		Slot L302
Associate Name:		NA
Associate is male or female?	0/0	N/A
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):		NA
Employee greets the guest by initiating a warm friendly verbal greeting.	0/1	No
Slot Representative 4 Experience		

Slot L302, 6:35 PM, Tuesday, July 8, 2014

Employee responded to the call in less than two (2) minutes.	0/1	No
The employee was enthusiastic, up-beat and positive (using hand gestures, body language, inflection and tone of voice).	0/1	No
Smiles and makes eye contact at least two (2) times throughout the interaction. How many times did the associate smile and make eye contact during the interaction?	0/2	None
Employee was knowledgeable regarding gaming machines and current promotions.	0/1	No
Checks for Satisfaction (i.e. is there anything else I can assist you with).	0/1	No
The employee shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.)	0/2	No
The employee was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	0/2	No

TABLE GAMES**56% (35/63)**

Table Games Service Summary

Generally, the Table Games encounters were pleasant and engaging. The player had the most fun at Jean's table while interacting with Jean and other players. Jean makes the player feel the most welcomed and engaged. Linda is the least engaging. She does not offer a greeting as the player moves to take a seat at the table. There are no other players at the table at the time. The player feels as though she is intruding on Linda's quite time. By the player sitting, this causes Linda to perform the shuffle and begin to deal.

TABLE GAME DEALER 1

Time:	11:45 PM
Location:	Rou-09
Associate Name:	Jorge
Associate is male or female?	0/0 Male
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	NA

Table Game Dealer 1 Experience:

There are no players at the table at the time the player arrives at 11:45 PM on Monday, July 7, 2014. Jorge offers a warm welcome and exchanges cash for chips. He interacts with the player in a friendly and engaging manner. Jorge initiates brief small talk; however, does not ask questions with regard to the player's stay or level of enjoyment. The game moves along at a comfortable pace. Jorge welcomes additional players to the table. He is equally pleasant and attentive. Jorge makes correct payouts without delay. At 12:00 AM, Frank arrives to tap out Jorge. Jorge does not introduce the relief dealer. Jorge thanks the players at the table and offers wishes of good luck prior to leaving.

Jorge is attired in uniform and displays identification. The player is not asked for her Trump One card.

Dealer initiated a friendly verbal greeting when guest arrived at the table.	1/1	Yes
Dealer smiles and makes eye contact with the guest.	1/1	Yes
Dealer asks guest for their players card.	0/1	No
The dealer was energetic, up-beat and positive (enthusiastic tone of voice and body language).	1/1	Yes
The dealer checks for satisfaction (i.e. Are you have a good time/How are you/Are you enjoying your stay/etc.).	0/1	No
The Dealer thanks the guest for playing and provides a warm parting remark.	1/1	Yes
The Dealer is efficient and knowledgeable regarding the play of the game.	1/1	Yes
During dealer shift changes, the new dealer is introduced.	0/1	No
The Dealer was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	2/2	Yes

TABLE GAME DEALER 2

Time:	12:05 AM
Location:	BJ-29
Associate Name:	Nattan
Associate is male or female?	0/0 Male
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	NA
Table Game Dealer 2 Experience:	

A seat is taken at BJ-29 at 12:05 AM on Tuesday, July 8, 2014. There are four players seated at the table. The player stands near the table for a moment. Nattan smiles and establishes eye contact. He states there is room as he points out a spot in the middle. The player takes a seat. The buy in is processed quickly and efficiently. The group at the table is fun. Nattan is somewhat engaging and interacts with the players in a friendly and attentive manner. Payouts are made correctly. The game moves along at a comfortable pace. At 12:20 AM, a dealer change is noted. Nattan offers courteous comments prior to leaving the table, "Thank you very much, good luck!" Ruth is the relief dealer. She was not introduced.

Nattan is attired in uniform and displays identification. The player is not asked for her Trump One card.

Dealer initiated a friendly verbal greeting when guest arrived at the table.	1/1	Yes
Dealer smiles and makes eye contact with the guest.	1/1	Yes
Dealer asks guest for their players card.	0/1	No
The dealer was energetic, up-beat and positive (enthusiastic tone of voice and body language).	1/1	Yes
The dealer checks for satisfaction (i.e. Are you have a good time/How are you/Are you enjoying your stay/etc.).	1/1	Yes
The Dealer thanks the guest for playing and provides a warm parting remark.	1/1	Yes
The Dealer is efficient and knowledgeable regarding the play of the game.	1/1	Yes
During dealer shift changes, the new dealer is introduced.	0/1	No
The Dealer was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	2/2	Yes

TABLE GAME DEALER 3

Time:	5:50 PM
Location:	BJ-19
Associate Name:	Jean
Associate is male or female?	0/0 Female
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	NA

Table Game Dealer 3 Experience:

The player stands at third base and puts fifty dollars on the table at 5:50PM on Tuesday, July 8, 2014. Jean offers a warm welcome and provides the correct amount of chips for the buy in. Jean pushes the chips towards the player and offers wishes for good luck. Jean is pleasant and socializes with all of the players at the table. She encourages the players to interact with each other. This table experience is pleasant. Jean is a seasoned dealer and is able to interact with the player's while dealing and making efficient pay outs. No dealer change is observed. The player gets up to leave and Jean extends encouraging parting comments, "Thank you. Better luck."

Jean is attired in uniform and displays identification. The player is not asked for her Trump One card.

Dealer initiated a friendly verbal greeting when guest arrived at the table.	1/1	Yes
Dealer smiles and makes eye contact with the guest.	1/1	Yes
Dealer asks guest for their players card.	0/1	No
The dealer was energetic, up-beat and positive (enthusiastic tone of voice and body language).	1/1	Yes
The dealer checks for satisfaction (i.e. Are you have a good time/How are you/Are you enjoying your stay/etc.).	1/1	Yes
The Dealer thanks the guest for playing and provides a warm parting remark.	1/1	Yes
The Dealer is efficient and knowledgeable regarding the play of the game.	1/1	Yes
During dealer shift changes, the new dealer is introduced.	1/1	Yes
The Dealer was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	2/2	Yes

TABLE GAME DEALER 4

Time:	8:00 PM
Location:	BJ-30
Associate Name:	Linda
Associate is male or female?	0/0 Female
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	NA
Table Game Dealer 4 Experience:	

There are no players at BJ-30 at 8:00 PM on Tuesday, July 8, 2014. The player arrives at the table and stands briefly. Linda does not offer a greeting as the player begins to take a seat at first base. The player feels compelled to initiate conversation and offers a greeting. Linda makes an announcement for "shuffle." Linda does not display a friendly or engaging demeanor. As the player waits for the shuffle, Oscar approaches the table and offers a pleasant greeting. He inquires if the player has a Trump One card. The player replies in the positive; however, states she most likely left it in a slot machine. Oscar demonstrates willingness to make the player another card and would just need a driver's license. The player politely declines. Linda is ready to deal and starts the game. She is knowledgeable of the game and deals at a comfortable pace. Linda becomes a little more interactive with the player when she sees Oscar, who may be a supervisor, engaging the player in conversation. No dealer change is observed. The player did not win and decides to leave the table. The player stands and leaves the table. Linda offers no parting comments.

Linda is attired in uniform and displays identification.

The standard with regard to player's card is marked NA as the supervisor asks the player for her card before Linda may have the opportunity to ask as Linda is completing the shuffle.

Dealer initiated a friendly verbal greeting when guest arrived at the table.	0/1	No
Dealer smiles and makes eye contact with the guest.	0/1	No
Dealer asks guest for their players card.	0/0	N/A
The dealer was energetic, up-beat and positive (enthusiastic tone of voice and body language).	0/1	No
The dealer checks for satisfaction (i.e. Are you have a good time/How are you/Are you enjoying your stay/etc.).	0/1	No
The Dealer thanks the guest for playing and provides a warm parting remark.	0/1	No
The Dealer is efficient and knowledgeable regarding the play of the game.	1/1	Yes
During dealer shift changes, the new dealer is introduced.	0/0	N/A
The Dealer was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	2/2	Yes

TABLE GAME SUPERVISOR 1

Time:	11:45 PM
Location:	Near Rou-09
Associate Name:	John and Eva
Associate is male or female?	0/0 N/A
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	NA
Table Game Supervisor 1 Experience:	

Two supervisor-type associates are viewed in the pit at 11:45 PM on Monday, July 7, 2014. Neither John nor Eva engage interact with the player. Eva is observed chewing gum.

Did the Supervisor arrive to process the player's card within three (3) minutes.	0/1	No
Supervisor initiated a friendly verbal greeting when guest arrived at the table.	0/1	No
Supervisor smiles and makes eye contact with the guest.	0/1	No
The Supervisor is energetic, up-beat and positive (enthusiastic tone of voice and body language).	0/1	No
The Supervisor checks for satisfaction (i.e. Are you have a good time/How are you/ Are you enjoying your stay/etc.).	0/1	No
The Supervisor thanks the guest for playing and provides a warm parting remark.	0/1	No
The Supervisor contacts a Casino Host when asked.	0/0	N/A

TABLE GAME SUPERVISOR 2

Time:	12:05 AM
Location:	BJ-29
Associate Name:	NA
Associate is male or female?	0/0 N/A
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	NA

Table Game Supervisor 2 Experience:

During the gaming interaction at BJ-29 at 12:05 AM on Monday, July 7, 2014 the player observes no supervisors in the immediate area. The player is not engaged or welcomed by any supervisor type associate.

Did the Supervisor arrive to process the player's card within three (3) minutes.	0/1	No
Supervisor initiated a friendly verbal greeting when guest arrived at the table.	0/1	No
Supervisor smiles and makes eye contact with the guest.	0/1	No
The Supervisor is energetic, up-beat and positive (enthusiastic tone of voice and body language).	0/1	No
The Supervisor checks for satisfaction (i.e. Are you have a good time/How are you/ Are you enjoying your stay/etc.).	0/1	No
The Supervisor thanks the guest for playing and provides a warm parting remark.	0/1	No
The Supervisor contacts a Casino Host when asked.	0/0	N/A

TABLE GAME SUPERVISOR 3

Time:	5:50 PM
Location:	BJ-19
Associate Name:	Fran
Associate is male or female?	0/0 Female
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	NA
Table Game Supervisor 3 Experience:	

Fran is observed roving the pit area near Table Game BJ-19 where the player is seated. Fran does not engage the player or any other players. Instead, the player solicits information from Fran regarding any \$5 tables; the player is seated at a \$10 table. Fran states she cannot see all the tables and is uncertain if there are any \$5 games at the time. Fran is friendly when engaged. It appears Fran is unable to leave her post in order to check if there are any \$5 games. The player is encouraged to walk around the pit and see for herself.

Fran is properly attired and displays identification.

Did the Supervisor arrive to process the player's card within three (3) minutes.	0/1	No
Supervisor initiated a friendly verbal greeting when guest arrived at the table.	0/1	No
Supervisor smiles and makes eye contact with the guest.	1/1	Yes
The Supervisor is energetic, up-beat and positive (enthusiastic tone of voice and body language).	1/1	Yes
The Supervisor checks for satisfaction (i.e. Are you have a good time/How are you/ Are you enjoying your stay/etc.).	0/1	No
The Supervisor thanks the guest for playing and provides a warm parting remark.	0/1	No
The Supervisor contacts a Casino Host when asked.	0/0	N/A

TABLE GAME SUPERVISOR 4

Time:	8:00 PM
Location:	BJ-30
Associate Name:	Oscar
Associate is male or female?	0/0 Male
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	NA
Table Game Supervisor 4 Experience:	

Out of the three experiences, Oscar is the most attentive and engaging at BJ-30. The player takes a seat at the table where it is evident dealer will have to complete a shuffle and begin to deal as there are no players at the table currently at 8:00 PM on Tuesday, July 8, 2014. As the player begins to take a seat a first base, Oscar approaches and offers a warm welcome.

Oscar approaches the table and offers a pleasant greeting. He inquires if the player has a Trump One card. The player replies in the positive; however, states she most likely left it in a slot machine. Oscar demonstrates willingness to make the player another card and would just need a driver's license. The player politely declines. A short time later Oscar revisits the player and explains he can make the player a new card in only a few moments; all he requires is the players driver's license. The player once again politely declines. As the player gets up to leave, no parting comment is offered by Linda or Oscar.

Did the Supervisor arrive to process the player's card within three (3) minutes.	1/1	Yes
Supervisor initiated a friendly verbal greeting when guest arrived at the table.	1/1	Yes
Supervisor smiles and makes eye contact with the guest.	1/1	Yes
The Supervisor is energetic, up-beat and positive (enthusiastic tone of voice and body language).	1/1	Yes
The Supervisor checks for satisfaction (i.e. Are you have a good time/How are you/ Are you enjoying your stay/etc.).	1/1	Yes
The Supervisor thanks the guest for playing and provides a warm parting remark.	0/1	No
The Supervisor contacts a Casino Host when asked.	1/1	Yes

CARD ROOM

Time:		12:00 PM
Host Name:		NA
Host is male or female?	0/0	Male
Host's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):		NA
Dealer Name:		NA
Dealer is male or female?	0/0	Male
Dealer's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):		NA
Card Room Experience:		

Trump Plaza does not offer a Poker Room. When staff was asked about a Poker Room, the guest was directed to Caesars or Borgota.

POKER ROOM HOST

Associate initiated a warm friendly verbal greeting.	0/0	N/A
Host determines the type of game the guest wishes to play. If applicable, host asks questions to assist guests in determining what game(s) would be of interest.	0/0	N/A
If the guest's requested game is currently unavailable, the associate suggests an alternative game.	0/0	N/A
If the guest wishes to wait for a game, the host takes the guest's name and informs them of the waitlist process.	0/0	N/A
The host can describe how to play each game, including rules, method of play, and any penalties.	0/0	N/A
The host explains to the guest any tournaments or special games offered that day.	0/0	N/A
The host hands the guest to the seating escort (if applicable) or directs the guest to the table or cage.	0/0	N/A
If escorted, the guest is walked to the table at a comfortable pace.	0/0	N/A
Checks for satisfaction (i.e. Is there anything else I can assist you with?).	0/0	N/A
Shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.).	0/0	N/A
Smiles and makes eye contact at least two (2) times throughout the interaction. How many times did the associate smile and make eye contact during the interaction?	0/0	N/A
The associate was neatly groomed and wore a uniform that was complete, clean, and in good condition (including nametag).	0/0	N/A

POKER ROOM DEALER

Associate politely greets the guest upon being seated.	0/0	N/A
The Players Club program was acknowledged and/or promoted.	0/0	N/A
During dealer changes, the incoming dealer is introduced.	0/0	N/A
Dealers are fast, efficient, and thoroughly knowledgeable about the play of each type of game.	0/0	N/A
Dealers answer guest questions about a game concisely. If applicable, dealers refer to the rules and procedures outlined in the Professional Poker Dealer's Handbook should questions arise.	0/0	N/A
A member of management was clearly visible in the gaming area.	0/0	N/A
Checks for satisfaction (i.e. Is there anything else I can assist you with?).	0/0	N/A
Shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.).	0/0	N/A
Smiles and makes eye contact at least two (2) times throughout the interaction. How many times did the associate smile and make eye contact during the interaction?	0/0	N/A
The associate was neatly groomed and wore a uniform that was complete, clean, and in good condition (including nametag).	0/0	N/A

BEVERAGE SERVICE- CASINO**80% (41/51)**

Beverage Service- Casino Service Summary

Overall, the beverage servers are viewed in various areas throughout the gaming floor and highly present. At no time did the player have difficulty engaging beverage service. Out of four encounters, only one experience was negative as the server was rushed, didn't recall the player's beverage order and did not offer thanks for a gratuity or parting comment.

CASINO BEVERAGE SERVICE 1

Time:	10:50 AM
Location:	Slot H202
Associate Name:	Wanda
Associate is male or female?	0/0 Female
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	NA

Casino Beverage Service 1 Experience:

A seat is take at Slot H202 at 10:50PM on Monday, July 7, 2014. Within two minutes of sitting down, the player hears a nearby voice, "Would anyone like to order?" Wanda moves slowly through the area to make it easy for players to gain her attention to order a beverage. The player waves and states she'd like something. Wanda quickly approaches and offers a friendly greeting . Her facial expressions are positive and engaging. The player asks for a recommendation and Wanda makes a suggestion for a White Russian. The player confirms that sounds good. The player indicates she has been waiting to get change as the service light has been lit. Wanda is happy to get change and takes a fifty-dollar bill from the player. Wanda states she will return with the cocktail and change of the fifty; Wanda confirms five ten dollar bills.

At 11:03 PM, Wanda returns with the change for the fifty and two White Russians. She presents the two drinks and states the bartender had an extra one. Change for a fifty is counted back. The player expresses her thanks for the two cocktail and change. Wanda happily accepts a five-dollar gratuity. Her demeanor throughout the encounter is delightful. Wanda remains visible in the area and attentive to the players.

Wanda is attired in uniform and displays identification.

The guest is offered a beverage within twelve (12) minutes of being seated.	1/1	Yes
Server greets guest by initiating a warm friendly verbal greeting.	1/1	Yes
Beverages are delivered within seven (7) minutes of being ordered.	1/1	Yes
Smiles and makes eye contact at least two (2) times throughout the interaction.	2/2	Two (2)
How many times did the associate smile and make eye contact during the interaction?		
The server was enthusiastic, up-beat and positive (using hand gestures, body language, inflection & tone of voice).	1/1	Yes
The server checks back with the guest for further beverage service within fifteen (15) minutes.	1/1	Yes
The server picks up dirty glasses, beer bottles, etc. when making rounds.	1/1	Yes
Checks for satisfaction (i.e. is there anything else I can assist you with).	1/1	Yes
The server shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.)	2/2	Yes
The server was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	2/2	Yes

CASINO BEVERAGE SERVICE 2

Time:	11:15 PM
Location:	Slot 14375
Associate Name:	Amy
Associate is male or female?	0/0 Female
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	NA
Casino Beverage Service 2 Experience:	

Amy is viewed in the area where the player is seated at Slot 14375 at 11:15 PM on Monday, July 7, 2014. She announces, "Cocktails." Amy walks using a hurried pace. The player finds it a bit difficult to gain Amy's attention. However, the player succeeds and places an order for a rum and Diet Coke. Amy makes a note of the order and states she will get it.

At 11:32 PM, the player flags down Amy who is moving quickly by the area. The player inquires if Amy has her drink. Amy does not recall the order as she hesitantly states, "You had a Captain and Coke, huh?" The player replies, "Well kind of, a rum and Diet Coke." Amy hands one of the beverages on her tray to the player. She quickly accepts a three-dollar tip. Amy does not offer her thanks or parting comment.

Amy is attired in uniform and displays identification. There are no cups or trash in the immediate area at this slot location.

The guest is offered a beverage within twelve (12) minutes of being seated.	1/1	Yes
Server greets guest by initiating a warm friendly verbal greeting.	0/1	No
Beverages are delivered within seven (7) minutes of being ordered.	0/1	No
Smiles and makes eye contact at least two (2) times throughout the interaction.	0/2	None
How many times did the associate smile and make eye contact during the interaction?		
The server was enthusiastic, up-beat and positive (using hand gestures, body language, inflection & tone of voice).	0/1	No
The server checks back with the guest for further beverage service within fifteen (15) minutes.	0/1	No
The server picks up dirty glasses, beer bottles, etc. when making rounds.	0/0	N/A
Checks for satisfaction (i.e. is there anything else I can assist you with).	0/1	No
The server shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.)	0/2	No
The server was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	2/2	Yes

CASINO BEVERAGE SERVICE 3

Time:	11:45 PM
Location:	Rou-09
Associate Name:	Maria
Associate is male or female?	0/0 Female
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	NA
Casino Beverage Service 3 Experience:	

The player takes a position at Rou-09 at 11:45 PM on Monday, July 7, 2014. Following play of five minutes, Maria is heard in the area offers cocktails. She pauses at each table long enough to make her presence known. The player expresses wishes to order. Maria makes note of the order and returns ten minutes later with multiple beverages on her tray. She announces the various drinks for the players at the table. Her demeanor is professional and personable. Maria graciously accepts a gratuity and offers wishes for good luck. Maria is attired in uniform and displays identification. She remains visible in the area and was actively soliciting beverage orders.

The guest is offered a beverage within twelve (12) minutes of being seated.	1/1	Yes
Server greets guest by initiating a warm friendly verbal greeting.	1/1	Yes
Beverages are delivered within seven (7) minutes of being ordered.	0/1	No
Smiles and makes eye contact at least two (2) times throughout the interaction.	2/2	Two (2)
How many times did the associate smile and make eye contact during the interaction?		
The server was enthusiastic, up-beat and positive (using hand gestures, body language, inflection & tone of voice).	1/1	Yes
The server checks back with the guest for further beverage service within fifteen (15) minutes.	1/1	Yes
The server picks up dirty glasses, beer bottles, etc. when making rounds.	1/1	Yes
Checks for satisfaction (i.e. is there anything else I can assist you with).	1/1	Yes
The server shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.)	2/2	Yes
The server was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	2/2	Yes

CASINO BEVERAGE SERVICE 4

Time:	5:50 PM
Location:	BJ-19
Associate Name:	Debbie
Associate is male or female?	0/0 Female
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	NA
Casino Beverage Service 4 Experience:	

Debbie is observed roving the pit area at 5:50 PM on Tuesday, July 8, 2014. She interacts with players in positive and attentive manner. The player has only been seated long enough to buy in when Debbie arrives to the table and inquires of beverage orders. Three of the players at the table order. Debbie makes note and returns six minutes later with the beverages. She announces each order, removes glasses and trash and places a fresh napkin and beverage for each. Debbie present the player's drink and happily accepts a gratuity. She smiles often and displays a genuinely interactive and personable demeanor. Debbie offers her thanks and expresses wishes for good luck to the table. Debbie is attired in uniform and displays identification. She returns for further beverage service in a timely manner. Other players at the table comment on how pleasant and personable Debbie is.

The guest is offered a beverage within twelve (12) minutes of being seated.	1/1	Yes
Server greets guest by initiating a warm friendly verbal greeting.	1/1	Yes
Beverages are delivered within seven (7) minutes of being ordered.	1/1	Yes
Smiles and makes eye contact at least two (2) times throughout the interaction. How many times did the associate smile and make eye contact during the interaction?	2/2	Two (2)
The server was enthusiastic, up-beat and positive (using hand gestures, body language, inflection & tone of voice).	1/1	Yes
The server checks back with the guest for further beverage service within fifteen (15) minutes.	1/1	Yes
The server picks up dirty glasses, beer bottles, etc. when making rounds.	1/1	Yes
Checks for satisfaction (i.e. is there anything else I can assist you with).	1/1	Yes
The server shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.)	2/2	Yes
The server was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	2/2	Yes

CASHIER SERVICES 1

Time:	11:10 PM
Location:	Main Cashier
Associate Name:	Josie
Associate is male or female?	0/0 Female
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	NA
Cashier Services 1 Experience:	

At 11:10 PM on Monday, July 7, 2014 the player walks right up to an available window at the Main Cashier. Josie offers a pleasant greeting and establishes eye contact. A slot ticket is placed on the counter. Josie hesitates and asks if the player has more than one ticket to cash in as the player appears to be looking in her purse for something. The player confirms only one slot ticket. The player inquires about the various change machines throughout the gaming floor. Josie confirms these machines are also used to cash out slot tickets. The amount of the slot ticket is stated and counted back to the player. Josie states the player is welcome to use the machines or come to the cashier, either/or. The player offers her thanks. Josie responds kindly. She is attired in uniform and displays identification.

Employee greets guest by initiating a warm friendly verbal greeting.	1/1	Yes
The employee was enthusiastic, up-beat and positive (using hand gestures, body language, inflection & tone of voice).	1/1	Yes
Smiles and makes eye contact at least two (2) times throughout the interaction. How many times did the associate smile and make eye contact during the interaction?	2/2	Two (2)
The amount of cash is clearly verbalized to the guest, and the ticket is place up for the guest to view.	1/1	Yes
The cash is fanned out on the counter and counted to the guest, starting with the largest denomination.	1/1	Yes
Checks for satisfaction (i.e. is there anything else I can assist you with).	1/1	Yes
The employee shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.)	2/2	Yes
The employee was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	2/2	Yes

CASHIER SERVICES 2

Time:	12:02 AM
Location:	Main Cashier
Associate Name:	Anet
Associate is male or female?	0/0 Female
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	NA
Cashier Services 2 Experience:	

At 12:02 AM on Tuesday, July 8, 2014, the player arrives at the Main Cashier and walk right up to the window where Anet is posted. The player places chips on the counter. Anet does not offer a greeting. The chips are broken down and the total stated; forty dollars. The amount is correct. Anet makes little conversation and does not ask the player's preference with regard to bill denominations; two twenties are presented. The process is brief and transactional. The player offers her thanks. Anet does not offer a parting comment. Anet is attired in uniform and displays identification.

Employee greets guest by initiating a warm friendly verbal greeting.	0/1	No
The employee was enthusiastic, up-beat and positive (using hand gestures, body language, inflection & tone of voice).	0/1	No
Smiles and makes eye contact at least two (2) times throughout the interaction.	0/2	None
How many times did the associate smile and make eye contact during the interaction?		
The amount of cash is clearly verbalized to the guest, and the ticket is place up for the guest to view.	1/1	Yes
The cash is fanned out on the counter and counted to the guest, starting with the largest denomination.	1/1	Yes
Checks for satisfaction (i.e. is there anything else I can assist you with).	0/1	No
The employee shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.)	0/2	No
The employee was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	2/2	Yes

CASHIER SERVICES 3

Time:	5:45 PM
Location:	Main Cashier
Associate Name:	Dennelle
Associate is male or female?	0/0 Female
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	NA
Cashier Services 3 Experience:	

The player arrives to the Main Cashier at 5:45 PM on Tuesday, July 8 2014. There is no wait as the player walks right up to an available window. Dennelle offers a friendly greeting, "Hi, can I help you?" Change is requested for a hundred dollar bill. Dennelle responds using an upbeat tone, "Sure!" Dennelle takes the hundred dollar bill around the corner in order to check authenticity. She returns and inquires, "How would you like it." The change is provided to the player's specification, counted and fanned. Dennelle offers further assistance. The player politely declines and offers her thanks. Pleasant parting comments are exchanged in closing. Dennelle is attired in uniform and displays identification.

Employee greets guest by initiating a warm friendly verbal greeting.	1/1	Yes
The employee was enthusiastic, up-beat and positive (using hand gestures, body language, inflection & tone of voice).	1/1	Yes
Smiles and makes eye contact at least two (2) times throughout the interaction. How many times did the associate smile and make eye contact during the interaction?	0/2	None
The amount of cash is clearly verbalized to the guest, and the ticket is placed up for the guest to view.	1/1	Yes
The cash is fanned out on the counter and counted to the guest, starting with the largest denomination.	1/1	Yes
Checks for satisfaction (i.e. is there anything else I can assist you with).	1/1	Yes
The employee shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.)	2/2	Yes
The employee was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	2/2	Yes

CASHIER SERVICES 4

Time:	7:55 PM
Location:	Main Cashier Cage
Associate Name:	Quoui
Associate is male or female?	0/0 Female
Associate's hair color, style, length and other identifying characteristics (glasses, facial hair, etc.):	NA
Cashier Services 4 Experience:	

On Tuesday, July 8, 2014, the player approaches the Cashier in order to redeem a slot ticket. A place is taken as second in line. There are two associates posted at the time. The wait time is minimal.

Quoui offers a pleasant greeting. Her facial expressions are friendly and engaging. A slot ticket is placed on the counter. During the process the player confirms the use of the machine nearby. Quoui encourages the player use either method to cash in a slot ticket, "You can either use the machine or come here." The interaction is brief; however, pleasant. The correct amount is counted out for the player. Quoui offers kind parting comments. She is attired in uniform and displays identification.

On occasion, cigarette packs and cups are noted on edges of the slot rows. The upholstery of select seats is present with tears.

Employee greets guest by initiating a warm friendly verbal greeting.	1/1	Yes
The employee was enthusiastic, up-beat and positive (using hand gestures, body language, inflection & tone of voice).	1/1	Yes
Smiles and makes eye contact at least two (2) times throughout the interaction. How many times did the associate smile and make eye contact during the interaction?	2/2	Two (2)
The amount of cash is clearly verbalized to the guest, and the ticket is place up for the guest to view.	1/1	Yes
The cash is fanned out on the counter and counted to the guest, starting with the largest denomination.	1/1	Yes
Checks for satisfaction (i.e. is there anything else I can assist you with).	1/1	Yes
The employee shows appreciation for the business (thanks the guest for coming, etc.) and provides a warm parting remark (enjoy your stay, good luck, have a great time, etc.)	2/2	Yes
The employee was neatly groomed and wore a uniform that was complete, clean and in good condition (including name badges).	2/2	Yes

Gaming Area: There was not an excessive amount of "Out of Order" machines.	1/1	Yes
Gaming Area: Floor is free of debris.	1/1	Yes
Gaming Area: An excessive amount of empty cups/bottles are not seen in the area.	0/1	No
Gaming Area: Table games/chairs are well-maintained and clean.	0/1	No

PROPERTY PHOTOGRAPHS

Photograph



Comments:
Photograph

Guestroom 2719.1



Comments:
Photograph

Guestroom 2719.2



Comments:
Photograph

Guest Bathroom 2719.1



Comments:
Photograph

Guest Bathroom 2719.2



Comments:

Guestroom 2719 Desk Set-up

Photograph



Comments:
Photograph

Guestroom 2719 Closet Set-Up.1



Comments:
Photograph

Guestroom 2719 Closet Set-Up.2



Comments:
Photograph

Laundry Presentation Upon Return.1



Comments:
Photograph

Laundry Presentation Upon Return.2



Comments:

Photograph



Comments:

Guestroom 2719. Window ledge wall covering tear

Exhibit I

Trump AC Casino Marks LLC

725 Fifth Avenue, 26th Floor
New York, NY 10022

August 4, 2014

BY HAND AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Icahn Agency Services, LLC
767 Fifth Avenue
47th Floor
New York, New York 10153
Attention: Keith Cozza

Re: Second Amended and Restated Trademark License Agreement between Trump AC Casino Marks LLC ("***Trump Marks***") (as successor-in-interest to Donald J. Trump and Ivanka Trump) and Trump Entertainment Resorts, Inc., Trump Entertainment Resorts Holdings, L.P., Trump Taj Mahal Associates, LLC, Trump Plaza Associates, LLC, and Trump Marina Associates, LLC, dated as of July 16, 2010

Property: Trump Plaza

Dear Mr. Cozza:

Reference is made to the July 16, 2010 Consent and Agreement (the "***Consent***"). Capitalized terms used herein which are undefined herein shall have the meaning ascribed to such terms in the Consent.

In accordance with Section (2) of the Consent, Trump Marks provided to the Collateral Agent copies of default letters from Trump Marks to Grantors dated as of October 7 and 15, 2013 (the "***Default Letters***"). Any cure periods Grantors and the Collateral Agent may have had with respect to the breaches enumerated in the Default Letters previously expired. Trump Marks is now entitled to terminate the Assigned Agreement, and the Collateral Agent and Grantors have no further cure period in connection with the Default Letters.

In accordance with Section (3) of the Consent, attached please find a copy of the termination letter from Trump Marks to Grantors (the "***Termination Letter***").

Please be advised that nothing contained herein is intended to nor shall waive any rights or remedies which Trump Marks may have, either pursuant to the Consent, the Assigned Agreement or under applicable law, including, without limitation with respect to damages under Section 10.4 of the Assigned Agreement and any other applicable provisions of the Assigned Agreement, all of which Trump Marks expressly reserves; nor shall anything contained herein constitute a waiver of the defaults enumerated in the Default Letters or the Termination Letter or

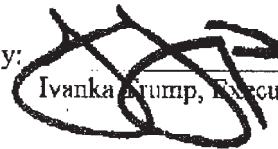
Icahn Agency Services, LLC
August 4, 2014
Page 2 of 2

any other defaults by Grantors which may exist under the Assigned Agreement.

Very truly yours,

Trump AC Casino Marks LLC

By:

A handwritten signature in black ink, appearing to be 'Ivanka Trump', written over a horizontal line.

Ivanka Trump, Executive Vice President

CC: Icahn Agency Services, LLC
767 Fifth Avenue
47th Floor
New York, New York 10153
Attention: Edward Mattner
(via hand and certified mail, return receipt requested)

EXHIBIT J

**COLE, SCHOTZ, MEISEL,
FORMAN & LEONARD, P.A.**

A Professional Corporation

Court Plaza North

25 Main Street

P.O. Box 800

Hackensack, New Jersey 07602-0800

201-489-3000

201-489-1536 Facsimile

Michael D. Sirota, Esq. (014321986)

Steven L. Klepper, Esq. (009411996)

Victoria Cioppettini, Esq. (025502009)

Attorneys for Plaintiff, Trump AC Casino Marks, LLC

FILED

AUG 06 2014

**Superior Court of New Jersey
County of Atlantic**

TRUMP AC CASINO MARKS, LLC,

Plaintiff,

v.

TRUMP ENTERTAINMENT RESORTS,
INC., TRUMP ENTERTAINMENT
RESORTS HOLDINGS, L.P., TRUMP TAJ
MAHAL ASSOCIATES, LLC, TRUMP
PLAZA ASSOCIATES, LLC, TRUMP
MARINA ASSOCIATES, LLC, and ICAHN
AGENCY SERVICES, LLC,

Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: ATLANTIC
COUNTY
DOCKET NO. C-50-14

Civil Action

ORDER TO SHOW CAUSE

THIS MATTER having been opened to the Court by Cole, Schotz, Meisel, Forman & Leonard, P.A., attorneys for Plaintiff, Trump AC Casino Marks, LLC ("Trump AC"), for an Order to Show Cause why: (i) the Second Amended and Restated Trademark License Agreement (the "License Agreement") should not be declared immediately terminated; or, alternatively, (ii) a mandatory preliminary injunction should not enter compelling the Defendants, Trump Entertainment Resorts, Inc., Trump Entertainment Resorts Holdings, L.P., Trump Taj Mahal Associates, LLC, Trump Plaza Associates, LLC, Trump Marina Associates, LLC (collectively, the "Licensee Entities") to comply with the terms of the License Agreement immediately;

It is on this 6th day of August, 2014;

ORDERED that the Licensee Entities and Icahn Agency Services, LLC (together, the "Defendants") shall appear and show cause before the Superior Court, 1201 Bacharach Blvd., Atlantic City, New Jersey 08401 at 10 o'clock in the AM noon or as soon thereafter as counsel can be heard, on the 26 day of Sept, 2014 why an order should not enter as follows:

- A. Immediately terminating the License Agreement; or, alternatively,
- B. Compelling the Licensee Entities to comply with the terms of the License Agreement within thirty (30) days;

And it is further **ORDERED** that:

1. A copy of this order to show cause, verified complaint, legal memorandum and any supporting affidavits or certifications submitted in support of this application be served upon the Defendants' counsel by 8/13/2014 within 7 days of the date hereof, in accordance with Rule 4:4-3 and Rule 4:4-4, this being original process.

2. Trump AC must file with the court its proof of service of the pleadings on the Defendants no later than three (3) days before the return date.

3. Defendants shall file and serve a written response to this order to show cause and the request for entry of injunctive relief and proof of service by 9/10/2014, 2014. The original documents must be filed with the clerk of the Superior Court in the county listed above. A directory of these offices is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf. Defendants must send a copy of their opposition papers directly to Judge Julio L. Mendez

ASSC whose address is 1201 Bacharach Blvd, Atlantic City, NJ 08401

3. Defendants must also send a copy of their opposition papers to the Plaintiff's attorney whose name and address appears above, or to the Plaintiff, if no attorney is named above. A telephone call will not protect Defendants' rights; Defendants must file their opposition and pay the required fee of \$ _____ and serve their opposition on Trump AC, if Defendants want the court to hear their opposition to the injunctive relief Trump AC is seeking.

4. Trump AC must file and serve any written reply to the Defendants' order to show cause opposition by 9/17/2014, 2014. The reply papers must be filed with the Clerk of the Superior Court in the county listed above and a copy of the reply papers must be sent directly to the chambers of Judge Julio L. Mendez, ASSC, 1201 Bacharach Blvd, Atlantic City NJ 08401.

5. If Defendants do not file and serve opposition to this order to show cause, the application will be decided on the papers on the return date and relief may be granted by default, provided that the Plaintiff files a proof of service and a proposed form of order at least three days prior to the return date.

6. If Trump AC has not already done so, a proposed form of order addressing the relief sought on the return date (along with a self-addressed return envelope with return address and postage) must be submitted to the court no later than three (3) days before the return date.

7. Defendants take notice that the Plaintiff has filed a lawsuit against them in the Superior Court of New Jersey. The verified complaint attached to this order to show cause states the basis of the lawsuit. If Defendants dispute this complaint, they, or their attorney, must file a written answer to the complaint and proof of service within 35 days from the day of service of this order to show cause; not counting the day they received it. These documents must be filed with the

Clerk of the Superior Court in the county listed above. A directory of these offices is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf. Include a \$_____ filing fee payable to the "Treasurer State of New Jersey." Defendants must also send a copy of their Answer to the Plaintiff's attorney whose name and address appear above, or to the plaintiff, if no attorney is named above. A telephone call will not protect Defendants' rights; Defendants must file and serve their Answer (with the fee) or judgment may be entered against Defendants by default. Please note: Opposition to the order to show cause is not an Answer and Defendants must file both. Please note further: if Defendants do not file and serve an Answer within 35 days of this Order, the court may enter a default against them for the relief Plaintiff demands.

8. If Defendants cannot afford an attorney, they may call the Legal Services office in the county in which they live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If Defendants do not have an attorney and are not eligible for free legal assistance they may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.

9. The court will entertain argument, but not testimony, on the return date of the order to show cause, unless the court and parties are advised to the contrary no later than 2 days before the return date.



Hon. Raymond A. Batten, P.J. Ch.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

TRUMP ENTERTAINMENT RESORTS,
INC., *et al.*,

Debtors.

Chapter 11

Case No. 14-12103 (KG)

(Jointly Administered)

Related to Docket No. _____

**ORDER GRANTING MOTION OF TRUMP AC CASINO MARKS, LLC
FOR AN ORDER MODIFYING THE AUTOMATIC STAY
PURSUANT TO 11 U.S.C. § 362(d) TO ALLOW TERMINATION
OF A LICENSE AGREEMENT WITH THE DEBTORS**

Upon the Motion of Trump AC Casino Marks, LLC (“Trump AC”) for an Order Modifying the Automatic Stay Pursuant to 11 U.S.C. § 362(d) to Allow Termination of a License Agreement with the Debtors (the “Motion”), the Court having reviewed the Motion and any objections thereto; and the Court having determined that the legal and factual bases set forth in the Motion and any additional evidence presented at any hearing of the Motion establish just cause for relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. The automatic stay under 11 U.S.C. § 362(a) is hereby modified to allow Trump AC to terminate the License Agreement through the continuation of the State Court Action.
3. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

Dated: Wilmington, Delaware
_____, 2014

The Honorable Kevin Gross
United States Bankruptcy Judge